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

April 18, 2023 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

Proclamations for April 2023 **(Mayor Johnson)**
- Arbor Day
- Water Conservation Month

Selection and Appointment of Interim District 4 Commissioner
(Swearing In To Follow Appointment)

Ocoee Music Festival Chick-fil-A 5k Beneficiary Check Presentation **(Parks and Recreation Director Johnson)**

Recognition of the Ocoee Youth Council for Winning the 2022 Youth Council Video Competition - Eryn Russell, Florida League of Cities

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

The public is allowed to comment on any items that are on the Agenda but not part of a Public Hearing. Public Hearing comments are to be heard during that portion of the meeting. Any comments you would like to make that are not part of the Agenda will be heard under the Citizens/Public Comments at the end of the meeting.

- **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, 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 the Minutes for the Regular City Commission Meeting and City Commission Special Session held March 21, 2023. **(City Clerk Sibbitt)**
2. Approval of Elections Services Contract with the Orange County Supervisor of Elections and Allow them to Open and Run Unquestionable Vote-By-Mail Ballots for the June 2023 Municipal Special Election Utilizing the Orange County Canvassing Board Criteria. **(City Clerk Sibbitt)**
3. Approval of Fee Proposal for Final Design and Engineering Services for RFQ #21-003 South Bluford Avenue Streetscape from Old Winter Garden Road to Geneva Street. **(Deputy Development Services Director/CRA Administrator Corless)**

4. Approval to Piggyback Omnia's Contract for the Tiger Minor Inclusive Playground Project. **(Parks & Recreation Director Johnson)**
5. Approval to Piggyback Omnia's Contract for the Jim Beech Recreation Center Playground Project. **(Parks & Recreation Director Johnson)**
6. Approval to Award RFQ #23-006 Continuing Contract for Surveying and Mapping Services. **(Procurement Manager Tolbert)**
7. Approval to Award RFQ #23-004 Construction Manager at Risk for Floral Street Water, Sewer and Road Reconstruction. **(Procurement Manager Tolbert)**
8. Approval for Declaration of City Surplus Property. **(Procurement Manager Tolbert)**
9. Approval of Duke Energy Easement on Ocoee Crown Point Parkway Extension. **(Public Works Director Krug)**
10. Approval to Purchase a 2023 Ford Transit Build-Out and Rovver X Crawler Camera Inspection System. **(Utilities Director Croteau)**
11. Notification of Emergency Purchase with J. Malever Construction for the Palm Drive Park Sanitary Sewer System flowing into Lift Station #21 per Emergency Notification – Section 21.6, Chapter 21, City of Ocoee Code of Ordinances. **(Utilities Director Croteau)**
12. Notification of Emergency Purchase with PSI Technologies for Pumps and Motor for Reuse and Transfer Pump Stations at the Wastewater Treatment Plant per Emergency Notification – Section 21.6, Chapter 21, City of Ocoee Code of Ordinances. **(Utilities Director Croteau)**

- **FIRST READING OF ORDINANCE**

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

13. Second Reading of Ordinance for 911 Marshall Farms Road - Surujlall Property - Annexation & Rezoning; Project No(s). AX-01-23-01 & RZ-23-01-01. **(Zoning Manager Whitfield)**
14. Second Reading of Ordinance for 413 Whittier Avenue - Phat An Temple Inc. Property - Annexation & Rezoning; Project No(s). AX-01-23-02 & RZ-23-01-02. **(Zoning Manager Whitfield)**

- **PUBLIC HEARING**

15. First Reading and Public Hearing of a Resolution Creating the Ocoee Northwest Brownfield Area. **(Development Services Director Rumer)**
16. Adoption of Resolution Increasing Rates for Solid Waste/Residential Service. **(Public Works Director Krug)**

- **REGULAR AGENDA**

17. Approval of Commission Liaisons to Various Boards. **(City Clerk Sibbitt)**
18. Approval to Appoint the Mayor Pro Tem. **(City Clerk Sibbitt)**
19. Discussion of Agenda Format for City Commission Meetings. **(City Manager Frank)**

- **COMMENTS FROM CITIZENS / PUBLIC**
- **COMMENTS FROM COMMISSIONERS**
- **ADJOURNMENT**

CITY COMMISSION ANNOUNCEMENTS MEETING
(Starting the later of 6:45 pm or 5 minutes following the adjournment of the City Commission Meeting)
During the City Commission Meeting, members of the City Commission are given limited time to make announcements. The purpose of this additional meeting is to give the Mayor and City Commissioners 10 minutes to make additional announcements that were not made as part of the City Commission Meeting. No formal actions on matters will be taken during this meeting. No discussions regarding matters that may come before the City Commission at a future City Commission Meeting should be addressed during this meeting. As the purpose of the meeting is for the sharing of general announcements by members of the City Commission that are City-wide or District-wide, no public discussion/input is requested during this meeting. One or more members of the City Commission may (but are not required to) attend this meeting. In the event the members of the City Commission have no further announcements and/or choose not to attend this meeting, there will be no meeting.

Proclamation

WHEREAS, **in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and**

WHEREAS, **this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and**

WHEREAS, **Arbor Day is now observed throughout the nation and the world, and**

WHEREAS, **trees can reduce the erosion of our precious top soil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and**

WHEREAS, **trees are a renewable resource giving us paper, wood for our homes, and countless other wood products, and**

WHEREAS, **trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and**

WHEREAS, **trees, wherever they are planted, are a source of joy and spiritual renewal.**

Now Therefore, **I, Rusty Johnson, Mayor of the City of Ocoee, do hereby proclaim April 28, 2023, to be**

ARBOR DAY

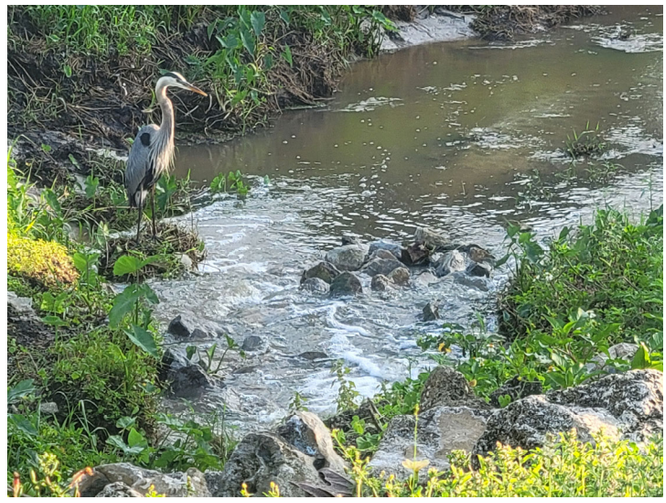
in the City of Ocoee, and urge all citizens to support efforts to protect our trees and woodlands and to support our City's urban forestry program, and

FURTHER, I urge all citizens to plant trees to gladden hearts and promote the well-being of present and future generations.

IN WITNESS WHEROF, I hereunto have Set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 18th day of April, 2023.

Rusty Johnson, Mayor

Proclamation of Water Conservation Month



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

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

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

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

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

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

WHEREAS, leak prevention is commonly thought to be the first step in conserving water, the City of Ocoee will encourage citizens and businesses to focus on fixing leaks;

NOW THEREFORE, the City Commission of the City of Ocoee, Florida does here by proclaim the month of April 2023 as "Water Conservation Month" in the City of Ocoee and call upon the citizens and businesses of Ocoee to help protect this precious resource by practicing water-saving measures and becoming more aware of the need to save water. For this, the 25th year of Water Conservation Month, there will be a special focus on fixing leaks and all forms of water loss.

IN WITNESS WHEROF, I hereunto have set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 18th day of April 2023.

Rusty Johnson

Rusty Johnson, Mayor

Ages Hart
1540 Arden Oaks Dr.
Ocoee, FL 34761
407-247-4884

Greetings,

My name is Ages Hart and I would like to be considered to fill the vacant seat for District 4 until the Special Election is held on June 13, 2023. I am a lifelong resident of Orange County and I have lived in Ocoee for the last 30 years. I was born in Orlando, FL and attended Orange County Public Schools graduating from Oak Ridge High School. After high school, I attended Florida A& M University, College of Pharmacy graduating Magna Cum Laude with a Bachelor's degree in Pharmacy in 1991. I have worked at Walgreens since 1989 in many roles which has given me some experience that would be helpful as a city leader. I have worked in leadership as a Shift Manager, a Pharmacist Manager dealing with budgets, inventory, customer service, compliance standards, and labor issues. I am also an Ordained Bishop in the Church of God. I have pastored churches in Eustis and Orlando. Currently, I am the Pastor of Christian Education at the Livingston Street Church of God in Orlando.

After completing my education and paying off my school loans, I started looking for a home. I found the perfect home in Ocoee and I told my parents what I planned to do. After being reminded of the past of Ocoee, I convinced them that this is a new day and they gave me their blessings. I married my college sweetheart, Lori six months later and we began our life together. We reared our three beautiful daughters here in Ocoee and they have all graduated as honor students from Ocoee High School.

I see the great potential that exist in the City of Ocoee. I am willing to put my hands to the plow to help shape its future. Here are some of the community activities that I participated in:

- Free community tutoring to prepare our students for the FCAT/FSA and College Prep College Courses
- Food drives
- Clothing giveaways
- "Remembering our Seniors" in nursing homes and assistant living facilities during the holidays throughout the year
- Youth Back to School Programs
- Annual Teacher -Ins at Ocoee Elementary
- Celebrating our teachers and nurses in the City of Ocoee

I was an "honorary member" of the HRDB for many years according to Major Bill Maxwell and worked closely with my wife, Lori Hart, and others on the Board. When my work schedule changed, I became an official member of the HRDB.

In closing, I believe that I can help bring unity to the leadership of this City which will allow Ocoee to reach its full potential. Thank you for your consideration.

Kindest regards,

Ages L. Hart

From:	James Moyer
To:	Sibbitt, Melanie
Cc:	City Clerk DL
Subject:	Application to be appointed as the Ocoee District 4 Commissioner
Date:	Sunday, April 2, 2023 8:12:05 PM
Attachments:	Ocoee Curriculum Vitae (CV).docx

Dear City Clerk Melanie Sibbett,

How are you, your family, and your staff?

Please accept this email and attachment as my cover letter and resume to be considered for the temporary appointment as the Ocoee District 4 Commissioner.

Summary - my lifelong experiences and education makes me well-suited for this appointment!

I believe that I should be appointed to the Ocoee District 4 Commissioner because:

1. I love the City of Ocoee, want our city to be the very best it can be, and welcome any opportunity to help in any way I can. Being retired. I have the time to devote to an appointment to Ocoee District 4 Commissioner. In addition, I live in Arden Park, the largest neighborhood in Ocoee; and regularly attend City Commission meetings to keep informed.. Moreover. my history of citizen volunteering for the City of Ocoee has given me the opportunity to establish relationships with many city staff.

2. As shown on the attached resume, I have had the privilege to become familiar with many local governments in Pennsylvania and Florida; attend countless commission meetings especially in Broward County, and have spent much of my life serving others.

3. I have no interest in campaigning now or anytime in the future to be the permanent District 4 Commissioner. Furthermore, if I were temporarily appointed as the District 4 Commissioner and it is legally allowed, I would happily accept this temporary appointment without any compensation, just reimbursement for authorized expenses if any.

4. Although much of my life I have been exposed to politics and politicians, I have always been a straight shooter and open and honest.

Respectfully submitted,

Jim Moyer

No one is born hating another person because of the color of his skin, or his background, or his religion. People must learn to hate, and if they can learn to hate, they can be taught to love, for love comes more naturally to the human heart than its opposite.
- Nelson Mandela

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jim Moyer

1811 Southern Red Oak Court
Ocoee, Florida 34761
jimmoyer1956@gmail.com
(754) 367 4174

EXPERIENCE

Ocoee Volunteer: Police Department; Fire Department, Parks and Recreation; Canvassing Board (prior); Human Relations Diversity Board (prior); Districting Commission (prior)

Broward County: At The Salvation Army substitute bible study teacher and Community Outreach representative at the Broward League of Cities meetings/activities; many City Commission meetings especially the larger cities; ten different local Chambers of Commerce meetings/activities; Kids and the Power of Work (KAPOW) program at Broward County public schools

Pennsylvania: Volunteer, Harrisburg Human Relations Commission; Volunteer, Central PA Literacy Council; Candidate, Harrisburg City Council; Volunteer, GED program instructor; Candidate, Dauphin County Controller; political party controller; statewide local government pension audit supervisor; Volunteer, local fireman; Grandfather was a former local Justice of Peace and Grandmother served as our local Judge of Elections for 35 years; Father was a United States Marine and local volunteer fire company officer and ran with the ambulance

EDUCATION

Doctor of Education in Organizational Leadership

Master of Business Administration

Certified Public Accountant

Certified Internal Auditor

VETERAN

100% Disabled Veteran

Member, American Legion

Life member, Disabled American Veterans

Prior Volunteer, South Florida Homeless Veteran Stand Down

Prior Supporter, Nova Southeastern University Student Veterans Groups

United States Marine Corps

MINUTES
OCOEE CITY COMMISSION
MARCH 21, 2023
REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER 6:16 PM**

Mayor Johnson called the regular session to order at 6:16 PM in the Commission Chambers of City Hall. The invocation was led by **Brad Lomneck**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Firstner**. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

Also Present: City Manager Frank, City Attorney Cookson, City Clerk Sibbitt

- **PRESENTATIONS AND PROCLAMATIONS –** *None*

- **STAFF REPORTS AND AGENDA REVIEW –** *None*

- **PUBLIC COMMENTS –** *None*

- **CONSENT AGENDA 6:17 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-8.

Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 5-0.

1. Approval of the Minutes for the Regular City Commission Meeting held March 7, 2023. **(City Clerk Sibbitt)**

2. Approval of an Amendment to the Utility Easement Agreement between Lake Lilly Professional Center Property Owners Association, Inc., Heller Bros. Groves, Lake Lilly Apartments, LLC, and City of Ocoee. **(Development Services Director Rumer)**

3. Approval of an Emergency Access Easement Agreement between Lake Lilly Professional Center Property Owners Association, Inc., Heller Bros. Groves, Lake Lilly Apartments, LLC, and the City of Ocoee. **(Development Services Director Rumer)**

4. Approval of the Fifth Amendment to the Interlocal Agreement between the City of Ocoee and the School Board of Orange County regarding the Coca-Cola Property (Ocoee Crown Point PUD). **(Development Service Director Rumer)**

5. Approval of Resolution Amending the Benchmark Rate for the 2009 Capital Improvement Refunding Revenue Note. **(Finance Director Roberts)**

6. Approval of Phase 2 for the Vandergrift Central Park Skatepark Project. **(Parks and Recreation Director Johnson)**

7. Approval of Road Closures for the 2023 West Orange Babe Ruth Opening Day Parade and Ceremonies. **(Parks and Recreation Director Johnson)**

8. Approval of the Sale of Yamaha Police Motorcycles to West Orlando Powersports. **(Police Chief Plasencia)**

- **FIRST READING OF ORDINANCE 6:18 PM**

9. First Reading of Ordinance for 413 Whittier Avenue - Phat An Temple Inc. Property - Annexation & Rezoning; Project No(s). AX-01-23-02 & RZ-23-01-02. **(Zoning Manager Whitfield)**

City Attorney Cookson read the titles of the ordinances and the Mayor announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on April 18, 2023, at 6:15 PM or soon thereafter.

10. First Reading of Ordinance for 911 Marshall Farms Road - Surujlall Property - Annexation & Rezoning; Project No(s). AX-01-23-01 & RZ-23-01-01. **(Zoning Manager Whitfield)**

City Attorney Cookson read the titles of the ordinances and the Mayor announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on April 18, 2023, at 6:15 PM or soon thereafter.

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

- **PUBLIC HEARING –** *None*

- **REGULAR AGENDA –** *None*

- **COMMENTS FROM CITIZENS / PUBLIC –** *None*

- **COMMENTS FROM COMMISSIONERS 6:21 PM**

Commissioner Brinson - Commented on the following:
1) Read aloud the farewell letter that he sent to City staff which expressed appreciation to the voters, the City's professional staff, and first responders.

Commissioner Wilsen - Commented on the following:
1) Thanked Commissioner Brinson for his 4 years of service.
2) Noted the success of the Shred-It Event and provided information for the next event.
3) Shared the Ocoee Police Department's fundraising accomplishment and commended them for a job well done.

Commissioner Firstner – Commented on the following:
1) Provided information on the Smoke Alarm Blitz program, a partnership between the Ocoee Fire Department and the American Red Cross.
2) Announced the date, time, and location for Ice Cream with a Cop.

Commissioner Oliver – Commented on the following:
1) Expressed appreciation to the voters for the honor of being their District 4 Commissioner.
2) Conveyed many proud encounters he experienced with residents during his campaign for Mayor.
3) Thanked City staff for their hard work.
4) Shared a quote by Muhammad Ali.

Mayor Johnson – Commented on the following:
1) Thanked both outgoing Commissioners for their service to the City and its residents.
2) Read an open letter to the Citizens of Ocoee where he voiced his appreciation and shared his hopes and aspirations as he enters into his final term as Mayor.
3) Announced that the newly elected officials would be sworn in at 7:00 PM.

- **ADJOURNMENT 6:33 PM**

APPROVED:

Attest:	**City of Ocoee**
_____	_____
Melanie Sibbitt, City Clerk	**Rusty Johnson, Mayor**

MINUTES
SPECIAL SESSION
OCOEE CITY COMMISSION
MARCH 21, 2023

CITY COMMISSION SPECIAL SESSION

- **Call to Order and Roll Call 7:20 PM**

Mayor Johnson called the special session to order at 7:20 PM in the Commission Chambers of City Hall. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

Absent:

Also Present: City Manager Frank, City Attorney Cookson, City Clerk Sibbitt

- **Briefing by City Attorney, Discussion of Process and/or Immediate Appointment for Vacant Seat of District 4 Commissioner**

C-17. – Vacancies; forfeiture of office; filling of vacancies. "If any vacancy, other than the Office of Mayor, occurs in the City Commission, an eligible person shall be selected by the City Commission within thirty (30) days of the vacancy to serve until the successor is elected."

City Attorney Cookson explained the Charter requirement to fill the vacancy created by the resign to run of the District 4 Commissioner, who recently ran in the Mayor race. The vacancy became effective at the time of the swearing in of the Mayor-Elect. He further shared he will go over the process to fill the vacancy, and the City Commission can fill the vacancy tonight or at the April 18th Regular City Commission Meeting.

Commissioner Kennedy shared he would like to learn about the process, and wait until April 18th to fill the vacancy.

Commissioner Wilsen shared she felt they should adhere to the Charter, and would also like to wait until April 18th to fill the vacancy. She further commented that she felt the selected interim should be a District 4 resident.

Mayor Johnson explained that he confirmed with the City Attorney that their selection did not have to be a District 4 resident, and further expressed why he felt having a resident outside of that District would be beneficial. He also agreed that the appointment of interim should be made on April 18th.

Commissioner Firstner shared he would also like to wait until April 18th to fill the vacancy, as he would like to see resumes of interested residents before a decision is made.

City Attorney Cookson summarized the requests of the City Commission to bring names of interested residents, whether in District 4 or not, to the April 18th Regular City Commission Meeting for selection of filling the vacancy. He further suggested that names be provided to the City Clerk so she can circulate that information to the City Commission prior to the meeting.

Mayor Johnson requested that the appointment of the interim District 4 Commissioner be placed under presentations for the April 18th meeting. **City Clerk Sibbitt** confirmed that the swearing in of the interim District 4 Commissioner could also be conducted on April 18th. **City Attorney Cookson** agreed. **Consensus of the City Commission was to conduct the selection of the interim District 4 Commissioner at the April 18, 2023, Regular City Commission Meeting under presentations, as summarized by the City Attorney; and further, conduct the swearing in following the appointment.**

- **Briefing by City Attorney, Discussion and Approval of Special Election Date for the Election of a Commissioner for District 4**

C-17. – Vacancies; forfeiture of office; filling of vacancies. "If a general city election will not be held within twelve (12) months, the successor shall be elected at a special election which shall be called by the City Commission within ninety (90) days of the vacancy. The successor shall serve for the unexpired term of the member who created the vacancy."

City Attorney Cookson explained the Charter requirement to select the date for the Special Election to fill the District 4 vacancy, and advised the elected candidate would be completing a term scheduled to expire in March 2025. He further shared that after discussions with the City Clerk and the Supervisor of Elections, June 13th has been identified as the recommended election date with a qualifying period from April 21st – April 28th, and the selected run-off date of July 11th, if needed.

Motion: Move to approve the Special Election date of June 13, 2023, for District 4 Commissioner; and further, approve a run-off date of July 11, 2023, if needed. Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 4-0.

Commissioner Wilsen inquired if the City Commission could ask that the interim appointee not be a potential candidate running in the Special Election for the District 4 seat. **City Attorney Cookson** addressed her question and advised that for the 2016 Special Election that was a policy the City Commission agreed on.

Motion: Move that the City Commission appoint an interim Commissioner to fill the vacant District 4 seat from a list of interested residents who have elected not to run in the Special Election; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy;

Angel de la Portilla, *Ocoee Resident,* commented on the Charter and the need for changes. He further shared that he believed a Special Election must be called by ordinance. **City Attorney Cookson** addressed his concerns.

Commissioner Wilsen confirmed that a Special Session Meeting would need to be called to adopt an ordinance. **City Attorney Cookson** addressed her question.

Mayor Johnson inquired if they would be able to get a second opinion by another attorney on the resign to run. **City Manager Frank** addressed his question.

Commissioner Wilsen inquired if that opinion is needed now or can it wait until the Charter is under review. **Mayor Johnson** shared that he is seeking an opinion due to confusions regarding the resign to run.

Commissioner Kennedy asked for confirmation that the motion on the floor is acceptable.

Joel Keller, *Ocoee Resident*, commented that he has no intention of running for the District 4 Commission seat, and further shared he is interested in serving as an interim. **Mayor Johnson** advised that the decision for appointment of interim will be heard at the April 18th Regular City Commission Meeting.

City Attorney Cookson requested a brief recess to review the Charter and address concerns.

(Recess 7:44 – 7:49 PM)

City Attorney Cookson read aloud section C-17 from the Charter and further advised there is no requirement in the Charter that a Special Election has to be called by ordinance. He further explained that the City Commission decides who fills the vacancy, and they have the right to consider interested residents who do not run for the district seat.

After a discussion. Motion carried 4-0.

- **Adjournment 7:52 PM**

Approved:

Attest:	**City of Ocoee**
_____	_____
Melanie Sibbitt, City Clerk	**Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 2

Contact Name: Kathy Heard
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of Elections Services Contract with the Orange County Supervisor of Elections and Allow them to Open and Run Unquestionable Vote-By-Mail Ballots for the June 2023 Municipal Special Election Utilizing the Orange County Canvassing Board Criteria. (City Clerk Sibbitt)

Background Summary:

The Supervisor of Elections Office submitted a contract for the June 13, 2023, Municipal Special Election. The 2023 Vote Processing Equipment and Elections Services Contract for Municipal Elections is attached for your consideration.

City staff is requesting approval to allow the Supervisor of Elections to open and run all vote-by-mail ballots through the tabulator on Election Day (June 13th after 9:00 a.m.) that are not questionable. This will save the Canvassing Board a lot of time as that portion will be completed upon their arrival. The Canvassing Board will then only need to accept or reject any vote-by-mail ballots that have issues with them (no signature, signatures do not match, etc.) using the same criteria.

Issue:

Should the Honorable Mayor and City Commissioners approve the Elections Contract and allow the Supervisor of Elections to open and run all vote-by-mail ballots through the tabulator on Election Day (June 13th after 9:00 a.m.) that are not questionable utilizing the Orange County Canvassing Board criteria?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the 2023 Vote Processing Equipment and Elections Services Contract for Municipal Elections to be in effect for the 2023 Election and approve the Supervisor of Elections to open and run all vote-by-mail ballots through the tabulator (June 13th after 9:00 a.m.) that are not questionable utilizing the Orange County Canvassing Board criteria.

Attachments:

1. Municipal Contract with Runoff
2. Orange County Canvassing Board Criteria

Financial Impacts:

The cost of the election is estimated at $10,000 without a run-off or $18,000 should there be a run-off and is adequately funded in the City Clerk Department's Budget.

Type of Item: Consent

2023 ORANGE COUNTY SUPERVISOR OF ELECTIONS VOTE PROCESSING EQUIPMENT USE AGREEMENT AND ELECTIONS SERVICES CONTRACT FOR MUNICIPAL ELECTIONS

This Vote Processing Equipment Use Agreement and Elections Services Contract (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Orange County Supervisor of Elections Office,** (hereinafter referred to as "SOE") and the **City of Ocoee, Orange County, Florida**, (hereinafter referred to as "MUNICIPALITY").

RECITALS:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Orange County, Florida and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, All vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, The Orange County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNCIPALITY hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the city charter or municipal ordinances which may not be addressed or included in this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein SOE and MUNICIPALITY agree as follows:

SECTION 1. Recitals The above recitals are true and correct and incorporated herein.

SECTION 2. Agreement SOE shall provide to MUNICIPALITY such necessary vote processing equipment and services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on **Tuesday, June 13, 2023** and a Run-off Election, if necessary, to be held on **Tuesday, July 11, 2023** along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

SECTION 3. Operation and Programming Services

DS200 For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents ($150.00) for the program and maintenance of one (1) DS200 tabulator and Seventy-Five Dollars and no/100 Cents ($75.00) for each additional identically programmed tabulator.

For Early Voting, MUNICIPALITY shall pay SOE Seventy-Five Dollars and no/100 Cents ($75.00) for the program, maintenance, and operation of each DS200 tabulator that is identically programmed and operated as the Early Voting DS200 tabulators.

ADA Equipment For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents ($150.00) for the program and maintenance of one (1) ADA Voting machines, including audio files and Seventy-Five Dollars and no/100 Cents ($75.00) for each additional identically programmed machine.

For Early Voting, MUNICIPALITY shall pay SOE Seventy-Five Dollars and no/100 Cents ($75.00) for the program, maintenance, and operation of each ADA machine that is identically programmed and operated as the Early Voting ADA machines.

High-Speed Counter For each election, MUNICIPALITY shall pay SOE Two Hundred Dollars and no/100 Cents ($200.00) for the program, maintenance, and operation of any M650 high-speed ballot counting equipment. Such fee shall include up to four (4) hours of processing time, election set-up and coordination, programming of high-speed ballot counting equipment, and processing of envelopes through the automatic envelope openers. For each additional hour needed to provide the services described in this paragraph, MUNICIPALITY shall pay SOE Fifty Dollars and no/100 Cents ($50.00) per hour.

ePoll Books For each election, MUNICIPALITY shall pay SOE Seventy-Five Dollars and no/100 Cents ($75.00) for data base set-up and maintenance of each precinct tablet set-up, which includes two (2) ePoll books (check-in tablets) and one (1) Help Desk tablet per precinct. Additional ePoll books will be charged at Seventy-Five Dollars and no/100 Cents ($75.00) each.

Repairs For any election, all maintenance, repairs, or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any negligent or unauthorized acts by any employee or representative of MUNICIPALITY.

SECTION 4. Additional Early Voting Services for Off-Site Locations for Non-Ballot-on-Demand Method

Tablets For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Three Hundred Seventy-Five Dollars and no/100 Cents ($375.00) for the program and operation of two (2) check-in stations and Seventy Five Dollars and no/100 Cents ($75.00) for each additional check-in tablet set-up fee. Such service fee includes the downloading or uploading of any necessary data. These charges are per election.

Printers For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE One Hundred Seventy-Five Dollars and no/100 Cents ($175.00) for the programming, configuration, and set-up of any connected printer. These charges are per election.

Delivery For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Two Hundred Dollars and no/100 Cents ($200.00) for the delivery, set-up and/or pick-up of any early voting equipment. These charges are per election.

SECTION 5. Other Election Charges

Supplies For each election, MUNICIPALITY shall pay SOE for consumable precinct supplies at a rate of One Hundred Fifty Dollars and no/100 Cents ($100.00) for each precinct and each Early Voting site. SOE will arrange pick up of precinct supplies no later than the day after the election. MUNICIPALITY shall also identify and provide a secure place for precinct clerk(s) to return supplies and voted and unvoted ballots on election night.

PAPER PL/PR For each election, MUNICIPALITY shall pay SOE the actual costs incurred to produce, print, and bind Poll Lists/Precinct Registers ("PL/PR"), including any paper or delivery costs. SOE shall have sole discretion in selecting a third-party vendor to perform the requisite printing and binding services.

Communication For each election, MUNICIPALITY shall pay SOE for any actual costs incurred by SOE from a third-party telecommunications provider for the set-up, activation, use and deactivation of any telephone or wireless internet lines which in the SOE's sole discretion are necessitated at any voting site. MUNICIPALITY shall also pay SOE for the cost incurred for paying Poll Workers for use of personal cell phones as needed for Election Day communication. Selection of the third-party telecommunications providers shall be the preference of SOE.

Indexes For any Street Indexes ordered or required, MUNICIPALITY shall pay SOE Nine Dollars and no/100 Cents ($9.00) as a set-up fee, plus Twenty-Five Cents ($.25) for each printed page.

Vote-by-Mail Ballots For each election, MUNICIPALITY shall pay SOE One Dollar and Seventy-Five Cents ($1.75) for each Vote-by-Mail Ballot request processed plus actual postage costs. MUNICIPALITY shall also pay SOE Ten Cents ($.10) for each Vote-by-Mail Ballot signature verified. MUNICIPALITY may choose to pay return postage for Vote-by-Mail Ballots at the actual cost incurred.

Early Voting MUNICIPALITY shall reimburse SOE for any overtime hours by SOE staff due to weekend hours for Early Voting locations including any hours accrued by SOE staff at the offices of SOE. SOE may elect to evenly apportion the costs for early voting overtime hours among various municipalities, if appropriate, but in no event shall SOE be obligated to apportion such costs. SOE shall insure that experienced SOE personnel staff each Early Voting site, in accordance with Florida law.

Notices For each election, MUNICIPALITY shall pay SOE Twenty-Five Cents ($.25) for each Notice of Election that is mailed to each eligible voter, plus actual postage costs.

Fee Schedule For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change.

Other For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

SECTION 6. Term For each election, the terms of this Agreement begins on the Effective Date and concludes when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse, and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in complying with court orders, and providing any public records which the SOE maintains or otherwise controls.

SECTION 7. Applicable Requirements of Florida's Election Code MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions, or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY. To the extent that the SOE is contractually assisting the MUNICIPALITY per this agreement, SOE shall maintain compliance with each of the

statutes, codes, municipal charter provisions, and ordinances referenced above. MUNICIPALITY and SOE agree that the terms of this contract may require modification to allow compliance with any new legislation or rules promulgated by the Division of Elections as a result of any new enactments by the Florida Legislature pertaining to the Florida Election Code.

SECTION 8. Notice and Advertisement of Elections MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter & city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

SECTION 9. Qualifying of Candidates MUNICIPALITY may provide qualifying packets to candidates. MUNCIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNCIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay to SOE Ten Cents ($.10) per name checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions submitted by MUNICIPALITY.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications or eligibility of any candidate for municipal office.

SECTION 10. Printing of Ballots and Ballot Services MUNICIPALITY shall place an order for a sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall provide prompt payment to the third-party printer for the cost of any printed ballots or election materials. MUNICIPALITY shall also pay SOE a per ballot fee for each Vote-by-Mail and Early Voting ballot printed.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English and Spanish including the name the names of the candidates as they are to appear on the ballot; the name of the Municipality; the name of the election; the title of office and/or referendum title; explanation; and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. MUNICIPALITY will place ballot order with printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to Early Voting locations or to poll clerks. SOE shall also control and limit all access to unvoted ballots while in the possession of SOE.

SECTION 11. Poll Workers SOE will select poll workers from a group of experienced poll workers. SOE will assign back-up poll workers to be available on Election morning. SOE shall provide MUNICIPALITY with a list of poll workers and Adopt-A-Precinct organizations and will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Orange County. Clerk for MUNCIPALITY, or a representative, shall be in attendance for poll worker training sessions, at minimum the Poll Clerk training. SOE shall distribute all necessary supplies and ballots at poll worker training sessions. MUNICIPALITY shall pay poll workers directly for their services at pay rates previously established by SOE.

SOE will select and train early voting staff. SOE will pay early voting staff directly for their services. MUNICIPALITY will be billed for any overtime charges incurred due to Early Voting. If additional staff through a temporary employment agency is required for Early Voting sites located at the SOE office, SOE will recruit staff through the agency and MUNICIPALITY will be billed directly for the cost incurred.

SECTION 12. Selection of Polling Places and Early Voting Sites SOE shall approve any Polling Place(s) and Early Voting site(s) intended for use as a voting location. SOE shall provide MUNICIPALITY with contact information for any established County polling places. Each location shall meet the necessary ADA requirements. MUNICIPALITY shall conduct an onsite inspection of all polling places, including any early voting locations used other than the office of SOE, and confirm that such locations are accessible to disabled voters. SOE reserves the right to select a suitable alternative if any proposed site fails to meet SOE approval. MUNICIPALITY shall provide a list of proposed polling places and early voting sites no later than Thirty-Five (35) Days days prior to the date of the election. MUNICIPALITY shall enter into polling place agreements, if needed, and pay any rental fees or usage fees directly to the polling place.

MUNICIPALITY shall notify SOE in writing if any tables or chairs will be required. Note that each polling place must, as determined by SOE, provide a minimum number of tables and chairs. MUNICIPALITY shall pay any rental fees incurred by SOE for tables and chairs.

SECTION 13. Sample Ballots SOE shall lay out, check, and deliver sample ballot layout to a third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballots and confirm the accuracy of the election date, office, candidate names, polling place and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election including accurate polling place information. MUNICIPALITY shall reimburse SOE for all costs incurred in producing and mailing sample ballots.

SECTION 14. Vote-by-Mail Ballots MUNICIPALITY shall refer all requests for Vote-by-Mail Ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNCIPALITY provides written directions to the contrary, SOE agrees to accept all requests for Vote-by-Mail Ballots by telephone, mail, or in person. SOE also agrees to mail Vote-by-Mail & overseas ballots as requested by registered voters, receive, and securely store any voted Vote-by-Mail Ballots. SOE will verify the signatures on any returned voted Vote-by-Mail Ballot certificates based on current canvassing criteria and notify voters of any issues that may be susceptible to "cure" as provided by Florida law, and to account for all Vote-by-Mail Ballots.

MUNICIPALITY shall provide adequate staff assistance for the opening and handling of Vote-by-Mail Ballots during the counting process and shall coordinate a date for the opening and counting of such Vote-by-Mail Ballots with SOE.

SECTION 15. Transportation of Elections Equipment and Supplies SOE will be responsible for delivery and pick up of any voting equipment. Either the Friday or Monday prior to Election Day, voting equipment will be delivered by SOE, or a third-party representative of SOE. The Wednesday following Election Day, voting equipment will be picked up by SOE, or a third-party representative of SOE. MUNICIPALITY shall reimburse SOE, for any and all costs incurred for equipment delivery and pickup. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick-up of voting equipment. **MUNICIPALITY IS NOT PERMITTED TO DELIVER ANY ELECTION EQUIPMENT.**

SECTION 16. Location and Storage of Voting Equipment All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled and indoor room or facility. Once the voting equipment is delivered to a voting site or early voting site, no equipment shall be relocated without the prior written approval of SOE.

SECTION 17. Canvassing of Election Results MUNICIPALITY shall schedule and coordinate the date on which the municipal canvassing board is to assemble to canvass the results of the election. If applicable, MUNCIPALITY shall coordinate for the use of SOE facilities to conduct

the canvassing board activities. MUNCIPALITY shall notice and

advertise, as needed, the dates of any canvassing board meetings. SOE shall provide the canvassing board with information and documents necessary to canvass the results of the election.

MUNICIPALITY shall convene the canvassing board to determine which voted Vote-by-Mail Ballots are to be tabulated.

SECTION 18. Audits MUNICIPALITY shall provide necessary personnel to conduct the audit as prescribed by law. MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

SECTION 19. Post-Election Records Retention SOE shall process affirmation forms and sort, inventory and pack all election materials for pick up by the Municipal Clerk for retention and disposition. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

SECTION 20. Voter History SOE will make arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this agreement; provided however, recording voter history will be completed in a timely manner.

SECTION 21. Other Necessary Costs Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of either any Election, if necessary, that are not specified in this contract shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

A. Recounts – Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

B. Attorney's Fees and Costs - Actual attorney's fees and costs incurred by SOE for research on any election related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

SECTION 22. Hold Harmless Covenant MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents, and employees against any and all claims, damages, injuries, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents,

or employees, with respect to any election conducted pursuant to this

Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorney's fees and costs, from the contest of election results or the validation of any candidate qualifications.

Parties recognize that MUNICIPALITY is a Florida municipal corporation and SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a waiver of sovereign immunity by either party for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

SECTION 23. Entirety and Amendments The Agreement embodies the entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by duly authorized representatives of both SOE and MUNICIPALITY.

SECTION 24. Effective Date. The Effective Date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

Please initial in the appropriate columns	YES	NO
MUNICIPALITY will use current SOE Canvassing Criteria (provided)		

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this Agreement on the dates set forth below.

_____	_____
Signature	Signature
Bill Cowles_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
Orange County Supervisor of Elections_	_____
Title	Title
_____	_____
Date	Date
_____	_____
Witness Signature	Witness Signature
_____	_____
Witness Name (Printed or Typed)	Witness Name (Printed or Typed)

Revised: March 2022

Orange County Canvassing Board
2022 Criteria

Vote-by-Mail	Accept	Reject	Case by Case	CB Review?
No Signature [101.68(2)(c)1], if left uncured		* X		
No signature, with cure affidavit [101.68(4)(b)]	X			
Signature does not match** [101.68(2)(c)1] [98.077(4)(a), 101.65-must match the signature on file upon return of ballot], if left uncured or incomplete cure		* X		
Signature does not match, received completed cure affidavit 101.68(2)(c)1]	X			
Signature printed and does not match the signature on file [101.68(2)(c)1] [98.077(4)(a), 101.65], if left uncured/or incomplete cure		* X		
Signature printed does not match, with completed cure affidavit [101.68(4)(b)]	X			
Voter signed envelope for someone else and both voters had a request on file	X			
Certificate envelope has two signatures and both voters requested ballots and both received the same card numbers	X			
Voter sends ballot in blank envelope that does not have the oath [101.64(2)] (NO SIGNATURE)			X	
Voted wrong ballot card (voter has moved/party change) [101.045]			X	
Voter deceased or canceled since ballot returned [101.68(2)(c)2]	X			
Late return of vote-by-mail ballot (Except UOCAVA voters) [101.67(2)]		X		
Voted early or at the polls [101.69]		X		
Vote-by-Mail - Cure Affidavit				
Cure Affidavit received with Tier 1 Identification [101.68(3)(a)]	X			
Cure Affidavit received with Tier 2 Identification and the cure signature matches a signature on record. [101.68(3)(b)]	X			
Cure Affidavit received with Tier 2 Identification and the signature on the cure does not match** a signature on record.		* X		
Cure not received prior to 5PM on the 2nd day after the election.		X		

***Provisional Rejection:** Per F.S. 101.68(4) until 5pm on the 2nd day after the election, the supervisor shall allow an elector who has returned a vote by mail ballot that does not include the elector's signature or whose signature does not match to submit an affidavit with copy of identification to cure.

****Beyond reasonable doubt;** a finding by the Canvassing Board that an elector's signatures do not match must be by majority vote and beyond a reasonable doubt. [101.68 (2)(c)]

First time voters who registered by mail - Special Vote by Mail	Accept	Reject	Case by Case	
Voter provides proper identification or indicates exemption [101.6923]	X			
Voter does not provide proper identification or indicate an exemption by 7 pm [101.6923]		X		

Orange County Canvassing Board
2022 Criteria

Provisional Ballots [F.S. 101.048]	Accept	Reject	Case by Case	CB Review?
Voter is eligible, signature matches, correct precinct	X			
Voter is eligible but did not have proper ID - Signature matches that on file	X			
Voter given the provisional in error--should have voted a regular ballot	X			
Voter's application was not verified by State, voter furnished additional information prior to 5 p.m. of second day. Voter deemed eligible	X			
Ballot cast in wrong precinct		X		
Voter name not found - not registered to vote		X		
Voter moved into county- Eligible, signature matches, correct precinct [101.045]	X			
Voter moved out of county		X		
Voter was canceled as a Felon or for other reasons		X		
Voter registered after the books closed		X		
Voter's application was not verified by State, voter did not furnish additional identification by 5 p.m. of the second day		X		
Voter's application was incomplete so not eligible to vote		X		
Voter's signature does not match** and voter does not sign "Signature Differs" Affidavit; but signature on Prov matches that on file in the SOE office	X			
Voter's signature does not match** and voter does not sign "Signature Differs" Affidavit; but voter completes the cure affidavit 101.48	X			
Voter's signature does not match and does not sign "Signature Differs" Affidavit; but left uncured/incomplete		X		
Voter had been sent a vote by mail ballot, did not surrender it, but vote by mail ballot not received by SOE	X			
Voter's right to vote has been challenged			X	
[PPP or Primary Only] Voter has disputed party affiliation; provisional ballot is the wrong party according to SOE research		X		
Voter has already voted by vote by mail or at an early voting center		X		
Voting hours extended - voter is eligible and in the correct precinct [101.049]	X			
Voting hours extended - voter is eligible and NOT in the correct precinct		X		
Absentees from Overseas Voters (10 days after the election)	**Accept**	**Reject**	**Case by Case**	
No Postmark or date [101.6952 and 1S-2.030]		X		
Dated or postmarked on or by election day [101.6952 and 1S-2.030]	X			
Dated on or before election day but postmarked later or no postmark	X			
Dated and postmarked after election or dated after election with no postmark		X		

Orange County Canvassing Board
2022 Criteria

State Write-In Ballot 101.6951	Accept	Reject	Case by Case	
Wait to see if we have requests - have never had one			X	
Special Instances				
Voter submitted a voted sample ballot with clear voter intent, inside of their Certificate Envelope that has a valid signature.	X			
Voters ballot delayed due to staff error.			X	
Voter changed address, sent two ballots; both ballots received, first correct ballot accepted	X			
[PPP or Primary only] Voter changed political affiliation, sent two ballots; both ballots received, first correct ballot accepted	X			
Voter leaves unscanned ballot***	X			

***any races marked with clear voter intent are counted as votes, any unmarked races are counted as undervotes

Federal Write-In Absentee Ballot [F.S. 101.6952, 102.166]	Accept	Reject	Case by Case	CB Review?
Not a registered voter in the county		X		
Signed the FWAB and the signature verified, no other issues	X			
No date and no postmark - received after election day		X		
Dated or postmarked on election day or earlier	X			
No request received but dated on or before election day and oath is signed.	X			
Challenge of overseas voter based on not meeting definition of [97.021(24)]			X	
Not registered by deadline - all voters		X		
Signature Issue - Refer to Vote by Mail Section				

10-Day Extension for Overseas Voters: A federal write-in absentee ballot may not be canvassed until 7 p.m. on the day of the election. A federal write-in absentee ballot from an overseas voter in a presidential preference primary or general election may not be canvassed until the conclusion of the 10-day period specified in subsection (5). Each federal write-in absentee ballot received by 7 p.m. on the day of the election shall be canvassed pursuant to ss. 101.5614(5) and 101.68, unless the elector's official absentee ballot is received by 7 p.m. on election day. 101.6952 (2)(a) An absent uniformed services voter or an overseas voter who makes timely application for but does not receive an official absentee ballot may use the federal write-in absentee ballot to vote in any federal, state, or local election.

Date Adopted: 5/11/22

Steve Sewell, Orange County Judge, Canvass Chair.

Orange County Canvassing Board

County Judge

County Commissioner

Supervisor of Elections

Jeanette Mgny

Tina L. Caraballo

Mayra Uribe Mayra Uribe

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 3

Contact Name: Carolina Vaca
Contact Number: Ext. 1027

Department Director: Ginger Corless
City Manager: Robert Frank

Subject: Approval of Fee Proposal for Final Design and Engineering Services for RFQ #21-003 South Bluford Avenue Streetscape from Old Winter Garden Road to Geneva Street. (Deputy Development Services Director/CRA Administrator Corless)

Background Summary:

In 2021, CPH Consulting, Inc. (previously CPH, Inc.) was awarded RFQ #21-003 for the design and engineering services for S. Bluford Ave Streetscape from Old Winter Garden Road to Delaware Street. Having completed the preliminary engineering in 2022, CPH has now prepared a scope of work and fee proposals to prepare final construction documents and secure permits for this project.

The improvements include 10-12' wide multiuse path, improved pedestrian crossings, specialized intersection treatments, roundabouts at the S. Bluford Ave. and Geneva St., and the S. Bluford Ave. and Maine St. intersections, landscape/hardscape improvements, street and pedestrian level lighting, undergrounding overhead utilities, and other city utility improvements.

This fee proposal is divided into two parts, a CRA portion and a City portion. The CRA's budget will fund the portion of the project from Old Winter Garden Road to the southern limits of the roundabout intersection at Geneva Street, where the CRA boundary ends. Because the northern limits of the roundabout intersection cross outside of the CRA boundary, the City funds, specifically Transportation Impact Fees, will fund this transition area and will allow for completion of the full roundabout design that will tie in with the remaining segment from Geneva Street to Delaware Street at a later time.

The breakdown is as follows:

Final Engineering Budget by Department	Budget
CRA (Old Winter Garden Rd. north to southern limits of Geneva St. roundabout)	$728,198.64
City Transportation Impact Fees (northern limits of Geneva St. roundabout)	$12,590.00
Total	$740,788.64

A scope and fee proposal for the final design and engineering of the remaining segment from Geneva Street to Delaware Street will be brought back before the City Commission for approval at a later time.

Issue:
Should the Honorable Mayor and City Commissioners approve the CPH fee proposal for final design and engineering services for S. Bluford Avenue Streetscape, from Old Winter Garden Road to Geneva Street?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners approve the CPH fee proposal for final design and engineering services for S. Bluford Avenue Streetscape from Old Winter Garden Road to Geneva Street and authorize the Mayor, City Clerk, and Staff to execute the required contract documents. Staff also recommends the City Manager be authorized to approve change orders for the final engineering phase 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. CPH - S Bluford Complete Street Final Design Scope of Services

Financial Impacts:
The CRA has budgeted for this phase of the Bluford Avenue Streetscape project and will fund their portion of this proposal from GL 130-516-00-6302. The Finance Department has advised there are sufficient funds in Transportation Impact Fees to fund the City portion.

Type of Item: Consent

500 West Fulton Street
Sanford, FL 32771
Phone: 407.322.6841
Fax: 407.330.0639

CITY OF OCOEE
S. BLUFORD AVENUE COMPLETE STREET PROJECT
FINAL DESIGN
SCOPE OF SERVICES
March 28, 2023

PROJECT DESCRIPTION

The City of Ocoee (hereafter referred to as the "CITY") desires to provide complete street enhancements along the S. Bluford Avenue corridor, from Old Winter Garden Road to Geneva Street within the boundary of the Fifty West Community Redevelopment Area (hereafter referred to as the "CRA"). In addition, utility improvements within the corridor will also be made as part of this project. The proposed improvements will generally follow the previously prepared corridor study and concepts, with modifications as coordinated with the CITY throughout the design process. Improvements along the corridor may include the following elements: 10-12' wide multi-use path, improved pedestrian crossings, specialized intersection treatments, roundabouts at the S. Bluford Ave. and Geneva St., and the S. Bluford Ave. and Maine St. intersections, landscape/hardscape improvements, street and pedestrian level lighting, undergrounding overhead utilities, and other CITY Utility improvements.

PART 1: CRA SECTION

TASK 1 – PROJECT ADMINISTRATION

CPH will provide general project management, including, but not limited to communication and coordination with the CITY, preparation of meeting materials and documentation, preparing project billing, preparing invoice report, and tracking project budget and schedule, and attend project meetings. CPH anticipates three (3) meetings for the project. Should the number of meetings exceed the total in those two tasks, the additional meetings will be addressed as extra work.

TASK 2 – SURVEYING SERVICES

All surveying and mapping services will be performed per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

Boundary Surveys (11 Parcels): CPH will perform 11 Boundary Surveys to include the below Parcel Identification Numbers per the Orange County Property Appraiser. The Boundary Surveys work shall include:

- Obtain Title Search Reports for the eleven (11) parcels (by AGSC – please refer to the proposal as submitted by AGSC)
- Review of each of the Title Search Reports and depict exceptions on each survey.
- Prepare eleven (11) individual signed and sealed Boundary Surveys.

29-22-28-7860-00-010	20-22-28-0000-00-062
20-22-28-0000-00-016	19-22-28-6134-00-010
20-22-28-0000-00-029	19-22-28-0000-00-071
19-22-28-0000-00-058	19-22-28-0000-00-035
17-22-28-6144-04-441	17-22-28-6144-04-210
17-22-28-6144-04-421	

TASK 3 – ROADWAY DESIGN SERVICES

This work effort includes the design needed to provide plans for the project with sufficient information to allow for permitting, bidding, and constructing the project. CPH will design the roadway improvements in accordance with the applicable CITY, FDOT, MUTCD, and ADA design criteria.

Final Roadway Design Services

This work effort includes the design needed to provide plans for the project with sufficient information to allow for permitting, bidding, and constructing the project. The design of the project includes plans for the reconstruction of roadways, stormwater modifications, and streetscape improvements. These plans are for the use of the CITY to bid and build the project, and ensure the project is built as designed and to specifications.

Based upon the preliminary plans, which the CITY reviewed and accepted at the conclusion of the Preliminary Design contract, CPH will continue with the preparation of the 60%, 90%, and 100% (Final) plans. The Final Design will include the reconstruction techniques for the roadway, horizontal and vertical alignments revisions, and proper cross-section analysis to ensure proper vehicular and ADA connections to existing grade within the CITY's right-of-way or identified proposed right-of-way or easements, and to maintain proper drainage. No traffic analysis or signal design is included within this scope of services. No roadway design is anticipated within the SR 50 right-of-way (i.e. roadway, crosswalk, curb ramp modifications, etc.) as the SR 50 roadway construction was recently completed by FDOT; however, drainage connections may be required to FDOT's existing drainage conveyance system within SR 50, and the proposed sidewalks will properly connect to the existing pedestrian facilities within the SR 50 right-of-way.

The intersections of Maine Street and Geneva Street with S. Bluford Avenue are to include modern roundabout designs. CPH will analyze and design the proposed roundabout geometry meeting the FDOT FDM geometric criteria. The geometric analysis will include sight distance criteria, accommodate all turning movements of the design vehicle, and control the operating speed of entering, circulating, and exiting the roundabout. CPH will perform the required Vehicle Tracking analysis for the design vehicle; and perform the required Fastest Path analysis to ensure the speeds throughout the roundabout are controlled, meeting the FDOT FDM criteria. CPH will work closely with the CITY to ensure the proposed designs meet the intent of the Preliminary plans with required modifications to meet above criteria.

CPH will design the roadway surface and storm sewer hydraulics within the corridor per the FDOT Drainage Manual criteria for Spread and Culvert Hydraulics. CPH proposes to connect to

existing stormwater conveyance systems at Maine Street and FDOT, where current drainage divides occur south of the Lake Lotta culvert crossing. CPH anticipates preparing a permit modification and modify the existing CITY Pond #81 located at the northeast corner of S. Bluford Avenue and Maine Street.

CPH will prepare Traffic Control Plans (Maintenance of Traffic) for the roadway and utility construction. CPH will coordinate with the CITY to prepare the appropriate MOT and/or detour plans. CPH will prepare the construction plan sheets, notes and details to include sheets necessary to convey the intent and scope of the project for the purposes of construction. The anticipated plan sheets will include the following:

1. Key Sheet
2. Summary of Pay Items
3. General Notes
4. Typical Sections
5. Project Layout Sheet
6. Roadway Plan and Profile Sheets
7. Roundabout Layouts
8. Roundabout Profiles
9. Roundabout Details
10. Roadway Cross Sections
11. Miscellaneous Details
12. Signing and Pavement Marking Plans
13. Traffic Control Plan (MOT)
14. SWPPP and Erosion Control Sheets

CPH will utilize FDOT Specifications for the roadway construction, incorporating Supplemental Specifications for any revisions or items proposed in the plans not included in the FDOT Specs. The CITY will be responsible for providing the necessary Front End Documents. CPH will also prepare updated OPCC's for each Plan Phase submittal (60%, 90%, and Final). CPH will provide a breakdown of the quantities per customary construction units and pay items necessary to construct the project.

Based on the CITY's review of each submittal phase, CPH will address comments, and move forward with preparing the subsequent submittal. If significant revisions to the plans are requested resulting in a change of the previously agreed upon design, the requested revisions will be addressed as additional services.

TASK 4 – LANDSCAPE DESIGN SERVICES

Final Landscape Design

Based upon the preliminary plans, which the CITY reviewed and accepted at the conclusion of the Preliminary Design contract, CPH will prepare 60%, 90%, and 100% Landscape Plans at a reasonable scale to clearly detail the proposed construction required to meet CITY and ADA criteria. At this submittal CPH will also prepare an irrigation plan for an automatic irrigation system that responds to the requirements of the landscape design and CITY's design criteria. This drawing will be a construction document and include a materials list, watering schedule, irrigation details and general notes regarding implementation requirements. The 60% Landscape Construction Plans will consist of the following sheets:

Tree Protection and Mitigation Plan
Landscape Plan View Sheets
Landscape Details and Notes
Hardscape Plan View Sheets
Hardscape Details and Notes
Irrigation Plans
Irrigation Notes and Details

Based on the CITY's 60% Submittal review, CPH will prepare 90%, and Final Bidding Documents (100%) and Technical Specifications.

TASK 5 – PERMITTING SERVICES

Permitting is anticipated with the St Johns River Water Management District (SJRWMD) and Florida Department of Transportation (FDOT).

Upon completion and CITY review of the 60% Plans, CPH will prepare and submit the plans for the appropriate permits to SJRWMD and FDOT. CPH will address comments provided by the permitting agencies that pertain to the required design standards. Any modifications requested that are not code or design standards issues, modifications requested by the permitting agencies that require significant plan revisions (as agreed upon by the CITY and CPH) or require scope of services not included herein (i.e., traffic data collection or traffic analysis), will be addressed as additional services. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service. Permitting and/or application fees will be the responsibility of the CITY.

TASK 6 – UTILITY COORDINATION

6.1 – Utility Coordination

CPH will perform the utility coordination for the proposed project. CPH will coordinate with Duke Energy to relocate and/or underground the overhead power CPH will coordinate with the CITY and other private utilities and propose a design that minimizes conflict. CPH will furnish plans of the 90% plan stages to the identified utilities owners, requesting Red, Green, Brown (RGB's) for review and confirmation of utility locations. CPH will work diligently to design the proposed improvements so as not to conflict with the existing utilities. However, due to the nature of the work, there may arise such conflicts with existing utilities which are unavoidable and CPH will work with the CITY to see that the utility owners relocate their facilities to alleviate the conflict. However, CPH is not responsible for the design or cost of the relocated private utilities.

6.2 – Duke Energy Lighting Coordination

CPH will coordinate with Duke Energy to replace the existing street lighting along the project corridor. CPH will provide 90% plans to Duke Energy for their use in preparing their lighting plans. CPH will also attend one (1) Duke Energy Lighting coordination meeting in order to assist in synchronizing the lighting plans with the other improvements. CPH will not be providing any lighting plans, including any conduit layouts, pole placements, or photometric analyses, as part of this scope. Should these be requested by the CITY, they will be addressed as additional work.

TASK 7 – GEOTECHNICAL and PHASE 1 CONTAMINATION SERVICES

CPH will utilize Geotechnical and Environmental Consultants, Inc. (GEC) (as a sub-consultant) to perform the geotechnical exploration, pavement cores, pond permeability tests, and phase 1 environmental site assessment. Please refer to the proposal as submittal by GEC.

TASK 8 – RIGHT-OF-WAY/EASEMENT ACQUISITION SERVICES

CPH will utilize the Barfield Group for property acquisition support service, which, at this time, is purely an advisory role consisting of one meeting with the project team for the purpose of assisting in the creation of a property acquisition framework for the project. Please refer to the scope of services as submitted by the Barfield Group.

TASK 9 – Final Utility Design Services

Based on the CITY's review of the 30% Plans, CPH will prepare 60% Utility Plans at a reasonable scale to clearly detail the proposed construction required to meet CITY criteria. As discussed, this plan will include all elements identified within the CRA portions of the Bluford Ave. project, specifically that the existing water main is to be completely removed and replaced, as well as including all modifications to Lift Station 7. These plans shall be prepared using colored linework to denote both existing and proposed utilities.

CPH will prepare the construction plan sheets, notes and details to include sheets necessary to convey the intent and scope of the project for the purposes of construction. The 60% Utility Construction Plans will consist of the following sheets:

Utility General Notes
Utility Plan and Profile Sheets
Utility Details

CPH will utilize CITY of Ocoee Specifications for the utility construction, incorporating Supplemental Specifications for any revisions or items proposed in the plans not included in the CITY Specs. The CITY will be responsible for providing the necessary Front End Documents. CPH will also prepare updated OPCC's for each Plan Phase submittal (60%, 90%, and Final). CPH will provide a breakdown of the quantities per customary construction units and pay items necessary to construct the project.

Based on the CITY's 60% Submittal review, CPH will prepare 90%, and Final Bidding Documents (100%) and Technical Specifications. In addition, after the acceptance of the 90% Plans, CPH shall conduct the FDEP permitting for the project and include them as part of the Final (100%) submittal.

If significant revisions to the plans are requested resulting in a change of the previously agreed upon design, the requested revisions will be addressed as additional services.

TASK 10 – Utility Locates

CPH will utilize Barnes, Ferland, and Associates, Inc. (BFA) (as a sub-consultant) to perform up to 30 soft digs (as needed) for the roadway and utility design. Please refer to the proposal as submitted by BFA.

SERVICES NOT INCLUDED

The following services are not provided as part of this Scope of Services and will require an amendment if requested:

1. Environmental Services
2. Post Design Services
3. Lighting Design or Plans, including Photometric Analysis
4. Construction Engineering and Inspection Services
5. Permits or authorization not specifically mentioned in this Scope of Services
6. Any other issues not specifically described in this proposal

PART 2: CITY SECTION

PROJECT DESCRIPTION

The City of Ocoee (hereafter referred to as the "CITY") desires to provide complete street enhancements along the S. Bluford Avenue corridor, from Old Winter Garden Road to Geneva Street within the boundary of the Fifty West Community Redevelopment Area (hereafter referred to as the "CRA"). As part of the project, there is a roundabout intersection at the intersection of Geneva Street and Bluford Ave., the northern limits of which cross outside of the CRA Boundary. The purpose of this Supplemental Scope is to capture the work on the northern approach which will be paid for using a CITY general funds instead of CRA funding. The work being conducted in this scope is assumed to be concurrent with the work being conducted on the CRA portion of the project and this contract exists solely to allow for the partition of the funding. It is understood that without these improvements that the upgrades at the Geneva Street intersection which are currently proposed cannot occur.

TASK 1 – PROJECT ADMINISTRATION

CPH will provide general project management, including, but not limited to communication and coordination with the CITY, preparing project billing, preparing invoice report, and tracking project budget and schedule.

TASK 3 – ROADWAY DESIGN SERVICES

This work effort includes the design needed to provide plans for the project with sufficient information to allow for permitting, bidding, and constructing the project. CPH will design the roadway improvements in accordance with the applicable CITY, FDOT, MUTCD, and ADA design criteria.

Final Roadway Design Services

This work effort includes the design needed to provide plans for the project with sufficient information to allow for permitting, bidding, and constructing the project. The design of the project includes plans for the reconstruction of roadways, stormwater modifications, and streetscape improvements. These plans are for the use of the CITY to bid and build the project, and ensure the project is built as designed and to specifications.

Based upon the preliminary plans, which the CITY reviewed and accepted at the conclusion of the Preliminary Design contract, CPH will continue with the preparation of the 60%, 90%, and 100% (Final) plans. The Final Design will include the reconstruction techniques for the roadway, horizontal and vertical alignments revisions, and proper cross-section analysis to ensure proper vehicular and ADA connections to existing grade within the CITY's right-of-way or identified proposed right-of-way or easements, and to maintain proper drainage. No traffic analysis or signal design is included within this scope of services.

CPH will design the roadway surface and storm sewer hydraulics within the corridor per the FDOT Drainage Manual criteria for Spread and Culvert Hydraulics.

CPH will prepare the construction plan sheets, notes and details to include sheets necessary to convey the intent and scope of the project for the purposes of construction. The anticipated plan sheets will include the following:

1. Roadway Plan and Profile Sheets
2. Roadway Cross Sections
3. Signing and Pavement Marking Plans
5. SWPPP and Erosion Control Sheets

CPH will utilize FDOT Specifications for the roadway construction, incorporating Supplemental Specifications for any revisions or items proposed in the plans not included in the FDOT Specs. The CITY will be responsible for providing the necessary Front End Documents. CPH will also prepare updated OPCC's for each Plan Phase submittal (60%, 90%, and Final). CPH will provide a breakdown of the quantities per customary construction units and pay items necessary to construct the project.

Based on the CITY's review of each submittal phase, CPH will address comments, and move forward with preparing the subsequent submittal. If significant revisions to the plans are requested resulting in a change of the previously agreed upon design, the requested revisions will be addressed as additional services.

It is assumed that these sheets will be incorporated into the plan set which has been prepared the CRA portion, seeing as these improvements are integral to it. If it should be requested that these sheets be partitioned into their own plan set, this will be addressed as additional services.

SERVICES NOT INCLUDED

The following services are not provided as part of this Scope of Services and will require an amendment if requested:

7. Environmental Services
8. Post Design Services
9. Lighting Design or Plans, including Photometric Analysis
10. Construction Engineering and Inspection Services
11. Permits or authorization not specifically mentioned in this Scope of Services
12. Any other issues not specifically described in this proposal

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task on a lump-sum basis, as identified in the corresponding task of the Scope of Services. The following is the breakdown of fees for each task.

PART 1: CRA SECTION

Task	Task Description	Billing Method	Fee
1.	Project Administration	Lump Sum	$9,270.00
2.	Surveying Services		
	Boundary Surveys	Hourly, NTE	$59,020.00
	Title Search Report (11)	$675 Per Each	$7,425.00
3	Final Roadway Design	Lump Sum	$257,850.00
4.	Final Landscape Design	Lump Sum	$32,700.00
5.	Permitting	Lump Sum	$9,540.00
6.			
6.1	Utility Coordination	Lump Sum	$4,320.00
6.2	Duke Energy Lighting Coordination	Lump Sum	$1,840.00
7.			
7.1	Geotechnical Services	Lump Sum	$34,504.00
7.2	Phase 1 Contamination Assess	Lump Sum	$4,650.00
8.	Right-of-Way Acquisition Services	Lump Sum	$1,440.00
9.	Final Utility Plans	Lump Sum	$276,610.00
10.	Utility Locates (30)	Lump Sum	$29,029.64
PART 1: CRA SECTION TOTAL			**$728,198.64**

PART 2: CITY SECTION

Task	Task Description	Billing Method	Fee
1.	Project Administration	Lump Sum	$1,800.00
2.	Final Roadway Design	Lump Sum	$10,790.00
PART 2: CITY SECTION TOTAL			**$12,590.00**

S. BLUFORD AVE COMPLETE STREETS TOTAL **$740,788.64**

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, review fees, etc., will be paid directly by the CITY.

CONSULTANT will submit invoices on a monthly basis to the CITY for payment. Lump Sum tasks will be billed as percent complete. In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, meals, postage, and phone usage. Reimbursable expenses will be billed at their actual cost, without increase.

City of Ocoee - S. Bluford Avenue Streetscape

Part 1: CRA SECTION - Old Winter Garden Road to Geneva Street

Task	FINAL DESIGN - ROADWAY/ STREETSCAPE	SUMMARY TASK MAN HOURS	SUMMARY TASK COST	Sr. Project Manager		Project Manager		Project Engineer		Sr. Project Designer		Design Tech		Prin Landscape Architect		Landscape Architect	
				$ 235.00		$ 180.00		$ 140.00		$ 145.00		$ 105.00		$ 260.00		$ 135.00	
				MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST
1.0	Project Administration	50	$ 9,270.00	18	$ 4,230.00	24	$ 4,320.00		$ -		$ -		$ -		$ -		$ -
2.0	Boundary Survey (11parcels)	448	$ 59,020.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	Title Search Reports (Sub) ($675 per Each) (11)		$ 7,425.00	Refer to Proposal from AGSC													
3.0	Final Roadway Design	1782	$ 257,850.00	76	$ 17,860.00	308	$ 55,440.00	384	$ 53,760.00	614	$ 89,030.00	384	$ 40,320.00		$ -		$ -
4.0	Final Landscape Design	220	$ 32,700.00		$ -		$ -		$ -		$ -	60	$ 6,300.00	32	$ 8,320.00	48	$ 6,480.00
5.0	Permitting	68	$ 9,540.00	4	$ 940.00	8	$ 1,440.00	40	$ 5,600.00		$ -	8	$ 840.00		$ -		$ -
6.1	Utility Coordination	30	$ 4,320.00		$ -	8	$ 1,440.00	18	$ 2,520.00		$ -		$ -		$ -		$ -
6.2	Duke Energy Lighting Coordination	12	$ 1,840.00		$ -	4	$ 720.00	8	$ 1,120.00		$ -		$ -		$ -		$ -
7.1	Geotechnical Services (SUB)		$ 34,504.00	Refer to Proposal from GEC			$ -		$ -		$ -		$ -		$ -		$ -
7.2	Phase 1 Contamination Assessment (Sub)		$ 4,650.00	Refer to Proposal from GEC													
8.0	Right-of-Way Acquisition (Sub)		$ 1,440.00	Refer to Proposal from Barfield Group													
9.0	Final Utility Plans	1983	$ 276,610.00	70	$ 16,450.00	168	$ 30,240.00	224	$ 31,360.00	980	$ 142,100.00	518	$ 54,390.00		$ -		$ -
10	Utility Locates (30)		$ 29,029.64	Refer to Proposal from BFA													
		4593	**$ 728,198.64**	**168**	**$ 39,480.00**	**520**	**$ 93,600.00**	**674**	**$ 94,360.00**	**1594**	**$ 231,130.00**	**970**	**$ 101,850.00**	**32**	**$ 8,320.00**	**48**	**$ 6,480.00**

CPH, INC.

Landscape Designer		Principal Surveyor		Sr. Professional Surveyor		Field Crew Coordinator		Survey Party Chief		Survey Instrament Man		GPS (1 Man)		Survey PM/CADD		Administrative		Reimbursable Expenses	TOTALS	
$ 145.00		$ 260.00		$ 160.00		$ 125.00		$ 100.00		$ 90.00		$ 165.00		$ 135.00		$ 90.00				
MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	COST	TOTAL MAN HOURS	TASK COST
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	8	$ 720.00		50	$ 9,270.00
	$ -	24	$ 6,240.00	60	$ 9,600.00	32	$ 4,000.00	60	$ 6,000.00	60	$ 5,400.00	32	$ 5,280.00	140	$ 18,900.00	40	$ 3,600.00		448	$ 59,020.00
																				$ 7,425.00
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	16	$ 1,440.00		1782	$ 257,850.00
80	$ 11,600.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		220	$ 32,700.00
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	8	$ 720.00		68	$ 9,540.00
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	4	$ 360.00		30	$ 4,320.00
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		12	$ 1,840.00
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -			$ 34,504.00
																				$ 4,650.00
																				$ 1,440.00
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	23	$ 2,070.00		1983	$ 276,610.00
																				$ 29,029.64
80	**$ 11,600.00**	**24**	**$ 6,240.00**	**60**	**$ 9,600.00**	**32**	**$ 4,000.00**	**60**	**$ 6,000.00**	**60**	**$ 5,400.00**	**32**	**$ 5,280.00**	**140**	**$ 18,900.00**	**99**	**$ 8,910.00**	**$ -**	**4593**	**$ 728,198.64**

City of Ocoee - S. Bluford Avenue Streetscape Supplemental Scope

Part 2: CITY SECTION- Old Winter Garden Road to Geneva Street

Task	FINAL DESIGN - ROADWAY/ STREETSCAPE	SUMMARY TASK MAN HOURS	SUMMARY TASK COST	Sr. Project Manager		Project Manager		Project Engineer		Sr. Project Designer		Design Tech		Prin Landscape Architect		Landscape Architect	
				$ 235.00		$ 180.00		$ 140.00		$ 145.00		$ 105.00		$ 260.00		$ 135.00	
				MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST
1.0	Project Administration	14	$ 1,800.00		$ -	6	$ 1,080.00		$ -		$ -		$ -		$ -		$ -
2.0	Final Roadway Design (City)	74	$ 10,790.00	4	$ 940.00	12	$ 2,160.00	16	$ 2,240.00	26	$ 3,770.00	16	$ 1,680.00		$ -		$ -
		88	**$ 12,590.00**	**4**	**$ 940.00**	**18**	**$ 3,240.00**	**16**	**$ 2,240.00**	**26**	**$ 3,770.00**	**16**	**$ 1,680.00**	**0**	**$ -**	**0**	**$ -**

CPH, INC.																				
Landscape Designer		Principal Surveyor		Sr. Professional Surveyor		Field Crew Coordinator		Survey Party Chief		Survey Instrament Man		GPS (1 Man)		Survey PM/CADD		Administrative		Reimbursable Expenses	TOTALS	
$ 145.00		$ 260.00		$ 160.00		$ 125.00		$ 100.00		$ 90.00		$ 165.00		$ 135.00		$ 90.00				
MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	MAN HOURS	EXTENDED COST	COST	TOTAL MAN HOURS	TASK COST
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	8	$ 720.00		14	$ 1,800.00
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		74	$ 10,790.00
0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	8	$ 720.00	$ -	88	$ 12,590.00

AMERICAN GOVERNMENT SERVICES CORPORATION

Nichole Lunsford
CPH, LLC
500 W. Fulton St
Sanford, FL 32771
407-322-6841 Ext 3176
Nlunsford@cphcorp.com

February 6, 2023

RE: Ocoee
Orange County, Florida.

Dear Ms. Lunsford:

Please accept this letter as confirmation that we can provide Title Search Reports for Title Services. In accordance with your request, I am pleased to submit the following price proposal for the following:

Reports to be provided in the form specified at a rate of:

- EPR Searches $ 675.00 **per parcel**
- Updates, upon request $ 100.00 per parcel

Total estimate is for the 11 parcels:
$7,425.00 Estimate does not include
update(s).
To be completed 45 working days or less or by the date requested by client. Includes 1 pdf or CD.

Our services are provided on a per parcel basis; therefore do not require a quote on an hourly or any other rate basis. DOT Title Research Reports are per report and are charged at per parcel rate. These charges are customary and ordinary.

This is to certify that the billing rates contained herein is our normal rates for such services and that the method used to arrive at the rates are the same as for both public and private sector clients. If inflationary increases are requested, this further certifies that proposed increases are consistent with billing rate increases over the past two years.

I appreciate the opportunity to work with you on this exciting project. If you have any further questions or need additional information, please don't hesitate to contact me at (813) 933-3355, ext 236.

Sincerely,
Tammy Mehl
Senior Vice President
3812 West Linebaugh Avenue
Tampa, Florida 33618
Phone: (813) 933-3355 ext 236
Fax: (813) 594-0471 Cell: (813) 334-7467
tmehl@agsres.com

Geotechnical and Environmental Consultants, Inc.

April 28, 2021
Revised November 17, 2022
Revised February 16, 2023

CPH Corporation
500 West Fulton Street
Sanford, FL 32771

Attention: Mr. Kurt Luman, Jr., P.E.

Subject: Proposal for Geotechnical and Contamination Services
SOUTH BLUFORD AVENUE COMPLETE STREET
South of SR 50 to Delaware Street
Ocoee, Florida
GEC Proposal No. 10527GE

Dear Mr. Luman:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to provide this proposal for the above-referenced project. This proposal was requested by Email on April 20 and June 4, 2021 and our scope of services is based on the project information and scope of services provided by you. The purpose of this investigation is to explore soil and groundwater conditions along the alignment and use the information obtained to provide geotechnical engineering and contamination recommendations for site preparation, and design and construction of the roadway improvements.

The project includes improvements (new multi-use trail, roadway realignment and widening and new sewer) for the CRA roadway alignment from south of SR 50 to Geneva Street, approximately 3,940 lf. This segment is presented as Attachment 1.

The project will include a multi-use trail along the east side of S. Bluford, potentially shifting and reconstructing the road to the west, milling and resurfacing the existing road, extending or replacing the triple culverts and headwalls at the canal crossing just north of Maine Street, adding landscape medians, new sewer from Geneva Street to Ocoee Town Center Boulevard, and two roundabouts at Geneva Street and Maine Street. Stormwater ponds have not been finalized yet;

however, 2 potential pond areas are included in this scope (CRA segment). We understand that the CRA portion may require additional R/W, and therefore a Phase I Assessment is included as an optional service herein.

Geotechnical Scope of Services

Based on our review of the scope of services, our scope of services is as follows:

- Stake boring locations at the site.
- Mobilize pavement coring equipment and crew.
- Clear utilities at the boring locations.
- Perform 7 manual auger borings to a depth of 7 feet within the Wellness Parking Area.
- Perform 8 auger borings to a depth of 5 feet and 2 auger borings to a depth of 15 feet below grade. Borings will be performed on approximate 400-foot intervals.
- Perform 15 SPT borings to 12 feet along the sewer alignment from Geneva Street to Ocoee Town Center Boulevard.
- Perform a total of 4 auger borings to a depth of 20 feet and 2 field permeability tests for the 2 potential pond areas.
- Perform 2 Standard Penetration Test (SPT) borings to a depth of 35 feet at the triple culvert crossing north of Maine Street.
- Perform 2 SPT borings to 30 feet for the directional drill beneath SR 50 and 1 SPT boring to 30 feet for the lift station.
- Perform 4, six-inch diameter pavement cores for existing pavement component details. All core holes will be patched with in-kind materials. GEC will utilize a 2-man coring crew and 2 police officers with vehicles to provide MOT during the lane closures.
- Obtain and conduct 5 Limerock Bearing Ratio (LBR) samples.
- Perform routine laboratory soil classification tests to aid in visual soil classification.
- Issue a geotechnical engineering report signed and sealed by a Geotechnical Engineer licensed in Florida that will address the following topics:
    - Subsurface conditions at the boring locations
    - Measured and estimated seasonal high groundwater depths
    - Site preparation
    - Fill selection, placement and compaction
    - Document pavement conditions
    - Pond aquifer parameters
    - Roadway subgrade design
    - Parking area pavement subgrade design recommendations
    - Culvert/headwall foundation design
    - Pipeline and directional drill geotechnical recommendations

Contamination Scope of Services

The scope of services includes a Phase I Environmental Site Assessment (Phase I ESA) of the CRA Segment of the Roadway to identify and evaluate potential contamination sites that may impact the design and construction of this portion of the roadway. The Phase I ESA will be prepared in general accordance with ASTM E1527-13 guidelines. The Phase I ESA generally consists of a records review, site reconnaissance, interviews, and the Phase I ESA report.

Fee and Schedule

Our fee to provide the described scope of services is as follows:

Segment	Services	Not-To-Exceed Fee
CRA Segment	Geotech	$34,504.00
	Phase I Contamination	$4,650.00
	CRA Total	**$39,154.00**

Please refer to Attachment 2 for a specific breakdown of the estimated fees.

Our schedule to complete the work will be about 6 to 8 weeks from your written notice to proceed. If requested, verbal recommendations can be provided after the field work is completed. Our schedule is highly dependent on Sunshine 811 and the utility providers/locators clearing the soil boring locations within the allotted 48 hour time frame.

Limitations

This proposal is subject to the following limitations: 1) The site will be accessible to the drilling equipment assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary, and 2) we assume no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine State One-Call.

Closure

GEC appreciates the opportunity to submit this proposal. If you have any questions regarding this proposal, or if we can be of further assistance, please contact the undersigned.

Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

Christopher P. Meyer, P.E.
Vice President

Daniel C. Stanfill, P.E.
Senior Vice President

BARFIELD GROUP

EMINENT DOMAIN SPECIALISTS

December 10, 2022

Kurt R. Luman, Jr., P.E., Sr. VP / Associate
Transportation Division Director
500 West Fulton Street
Sanford, FL 32771

RE: Proposal for Property Acquisition Advisory Services on the South Bluford Avenue Streetscape Project (RFQ No. 21-003)

Dear Mr. Luman:

As requested, I am providing this proposal letter for Acquisition and Support Advisory Services on the above referenced City of Ocoee Streetscape Project. It is our understanding that the City of Ocoee will be negotiating with the property owners for this project, but the City would like to have us provide them with guidance on this process. For the purposes of this proposal, it is not possible to provide a detailed scope of services related to the level of input or guidance that the City is seeking. Therefore, this proposal contemplates providing the City with only property acquisition advisory services utilizing meetings (electronic or in-person), telephone conferences and/or email.

The proposed fee for only the above-described property acquisition advisory services is $1,440.00 (at a contract rate of $180.00 per hour). Monthly invoices will be submitted with timesheets that will reflect those hours expended for the above identified services which have been provided. Time utilized for travel to in-person meetings or field inspections will be invoiced.

Thank you in advance for your consideration of this proposal, which remains valid for 30 days from the effective date of this proposal (12/10/22). Please let me know if you have any questions or require additional information.

Sincerely,

Edwin R. Barfield, SR/WA
Licensed Florida Real Estate Broker BK450961

State-Certified General Real Estate Appraiser #RZ2594 • Real Estate Consultant • Right of Way/Eminent Domain Specialist
3165 McCrory Place • Suite 172 • Orlando, Florida • 32803 • p: 407-893-5759 • f: 407-705-3934
www.BarfieldGroup.com

December 6, 2022 BFA Project No. 2023-13.1

Mr. Kurt R. Luman, Jr., P.E.
Vice President/Associate
Transportation Division Director
CPH

Subject: City of Ocoee S. Bluford Avenue Streetscape Project
Potable Water, Reclaimed Water and Sanitary Sewer Relocations and Improvements
Revised Scope and Fee Proposal for Engineering Services

Dear Kurt:

Attached for your review is BFA's scope and fee proposal for Task 1 to provide surveying and SUE services in support of the S. Bluford Avenue Streetscape Project and for the design of potable water, reclaimed water and sanitary sewer relocations and improvements related to the S. Bluford Avenue Streetscape Project.

We appreciate the opportunity to assist CPH and the City of Ocoee on this important project. If you have any questions or comments regarding this proposal, please contact me.

Sincerely,

Will E. Thomas, PE
President

Attachments

1230 Hillcrest Street, Suite 100 • Orlando, Florida 32803
Office (407) 896-8608 • Fax (407) 896-1822

Exhibit A

SCOPE OF SERVICES

CITY OF OCOEE S. BLUFORD AVENUE STREETSCAPE PROJECT PROPOSAL FOR POTABLE WATER, RECLAIMED WATER AND SANITARY SEWER RELOCATIONS AND IMPROVEMENTS

This presents BFA Environmental Consultants' proposal for providing survey and SUE services related to the City of Ocoee's **S. Bluford Avenue Streetscape Project.** This proposal includes the proposed scope, fee, and all work and services needed to successfully complete this project. The procedures and design requirements shall be performed in accordance with the City of Ocoee's Engineering Standards Manual.

PROJECT DESCRIPTION AND PURPOSE

As a subconsultant to CPH, BFA will be performing survey and SUE services for potable water, reclaimed water and sanitary sewer relocations and improvements in conjunction with the proposed roadway and streetscape improvements designed by CPH.

SCOPE OF SERVICES

Task 1.0 – Subsurface Utility Engineering (SUE) Soft Digs for CRA

To assist CPH in the design of roadway, storm drainage and streetscaping within the project corridor, BFA will perform up to 30 soft digs at locations to be specifically determined by CPH. The soft digs will be performed with vacuum excavation equipment and will determine the horizontal and vertical location, the size, type and material of each utility uncovered. It is assumed these soft digs will be performed following the 60% roadway and drainage design. It is assumed that 15 of these soft digs will be performed in existing asphalt or concrete pavement and 15 will be performed outside of pavements. BFA will survey the vertical and horizontal location of each of these soft digs and provide the survey file to CPH for inclusion in their roadway, drainage and streetscaping plans. BFA will utilize the horizontal and vertical control established by CPH in their topographic survey for the horizontal and vertical verification.

PROPOSED FEE

BFA proposes to complete the services described above based on a total combined lump sum fee of **$29,029.64**. A complete description of the proposed fee providing man-hour and fee information for each task is provided in **Exhibit B**.

BFA will submit invoices monthly to CPH for payment. Lump Sum tasks will be billed as percent complete. In addition to the labor compensation outlined above, BFA shall be reimbursed directly for project specific expenditures such as, but not limited to permit application fees, travel, printing and reprographics and postage. Reimbursable expenses will be billed at their actual cost, without increase.

EXHIBIT B

CITY OF OCOEE
S. BLUFORD AVENUE STREETSCAPE PROJECT
POTABLE WATER, RECLAIMED WATER AND SANITARY SEWER RELOCATIONS AND IMPROVEMENTS

BFA Survey Labor Costs

December 6, 2022

Multiplier: 2.99

TASK	Sr. Surveyor and Mapper		Survey Technician		2 Person Survey Crew		Utility Coordinator		3 Person SUE Crew		2 Person SUE Crew		BFA Labor Totals	
	Hourly Rate	$50.75	Hourly Rate	$33.65	Hourly Rate	$53.00	Hourly Rate	$33.50	Hourly Rate	$66.66	Hourly Rate	$53.55		
	Billing Rate	$151.74	Billing Rate	$100.61	Billing Rate	$158.47	Billing Rate	$100.17	Billing Rate	$199.31	Billing Rate	$160.10		
	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
Task 1.0 - SUE Soft Digs for CRA	5	$758.71	16	$1,609.82	16	$2,535.52	24	$2,403.96	64	$12,756.06	56	$8,965.57	181	$29,029.64
Total	5	$758.71	16	$1,609.82	16	$2,535.52	24	$2,403.96	64	$12,756.06	56	$8,965.57	181	$29,029.64

Bluford_Fee_Analysis_11-29-2022.xlsx12/6/2022

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 4

Contact Name: Dan Abdo, Mark Johnson
Contact Number: Ext. 5101, Ext. 5002

Department Director: Mark Johnson
City Manager: Robert Frank

Subject: Approval to Piggyback Omnia's Contract for the Tiger Minor Inclusive Playground Project. (Parks & Recreation Director Johnson)

Background Summary:

As part of Capital Improvements for Tiger Minor Park, the Parks and Recreation Department has budgeted $216,920.00 in Fiscal Year 20/21 for an Inclusive Playground. Staff is requesting approval to waive the bid process and piggyback off the Omnia Contract #2017001135 expiring 6/30/24. The installation of the inclusive playground will be completed by Kompan, Inc. Kompan has submitted a proposal to supply and install the playground equipment in accordance to the plans, with unit pricing in the amount of $212,876.70, based upon the aforementioned contract.

Issue:

Should the City Commission approve piggybacking off the Omnia Contract #2017001135 and award supplying and installation of the inclusive playground with Kompan in the amount of $212,876.70?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve piggybacking off the Omnia Contract #2017001135 and award supplying and installation of the inclusive playground to Kompan, Inc., in the amount of $212,876.70 and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received. Staff also recommends that 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. Kompan Sales Proposal Quote & Site Plan
2. Kompan, Inc., Cooperative Contract
3. OMNIA Contract #2017001135 Amendment #11

Financial Impacts:

Funds are appropriated in the Parks & Rec Dpt. Budget for installing an Inclusive Playground at Tiger Minor Park.

Type of Item: Consent

Sales Proposal

Quote No.	SP122207-2
Customer No.	790009
Document Date	03/22/2023
Expiration Date	05/21/2023

City of Ocoee
Dan Abdo
150 North Lakeshore Drive
Ocoee, FL 34761

Sales Representative	Audra Bussey
E-Mail	AudBus@Kompan.com
Phone No.	407-443-1752 / 800-426-9788

Project Name US291448 Tiger Minor Park

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	OMNIA Partners Contract #2017001135					
	EQUIPMENT					
M700071-3518P	Red House - Blue In-ground 70cm	1	Pieces	5,830.00	15.00	4,955.50
KSW922-CUSTOM	Custom 1 Bay, 1 basket - sky blue, lime green In-ground 20201197	1	Pieces	4,880.00	15.00	4,148.00
PCM101631-CUSTOM	PCM101631 VARIANT PLAY TOWER In-ground 20202578	1	Pieces	18,130.00	15.00	15,410.50
PCM610131-0902	SIX TOWER MEGA DECK MODERN, PE SLIDE, IN-GROUND	1	Pieces	137,760.00	18.00	112,963.20
ELE400065-3717BL	Tipi Carousel w/ Top Brace - Dark Blue In-ground 90cm	1	Pieces	6,520.00	15.00	5,542.00

Sales Proposal

Quote No.	SP122207-2
Customer No.	790009
Document Date	03/22/2023
Expiration Date	05/21/2023

City of Ocoee
Dan Abdo
150 North Lakeshore Drive
Ocoee, FL 34761

Sales Representative	Audra Bussey
E-Mail	AudBus@Kompan.com
Phone No.	407-443-1752 / 800-426-9788

Project Name US291448 Tiger Minor Park

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
ELE400067-12LG	SPRINGER BOWL - LIME GREEN IN-GROUND	1	Pieces	1,760.00	15.00	1,496.00
M18601-01P	Garden Seesaw In-ground 40cm	1	Pieces	8,200.00	15.00	6,970.00
PCMS-KDS-CUSTOM	Custom Double Braille Panel In-ground 725609	1	Pieces	6,090.00	20.00	4,872.00
INSTALL SPECIAL	Installation of Kompan Equipment	1	Pieces	39,562.53	5.00	37,584.40
FREIGHT	Freight	1	Pieces	15,341.90		15,341.90
US-PERFORMANCE BOND	Payment and Performance Bond	1	Pieces	3,593.20		3,593.20

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.
Equipment is as per Site Plan version L2.0 dated 1.19.23

Please allow 14-16 weeks for product delivery upon

Sales Proposal

Quote No.	SP122207-2
Customer No.	790009
Document Date	03/22/2023
Expiration Date	05/21/2023

City of Ocoee
Dan Abdo
150 North Lakeshore Drive
Ocoee, FL 34761

Sales Representative	Audra Bussey
E-Mail	AudBus@Kompan.com
Phone No.	407-443-1752 / 800-426-9788

Project Name US291448 Tiger Minor Park

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	order placement					

Description	Qty	Retail Price	Discount	Net Price
No. of Products	8			
Subtotal - Products		189,170.00	32,812.80	156,357.20
Subtotal - Installation		43,155.73	1,978.13	41,177.60
Subtotal - Freight		15,341.90		15,341.90
Total USD				**212,876.70**

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Tiger Minor Park
401 E Geneva St
Ocoee, FL 34761

Sales Proposal

Quote No.	SP122207-2
Customer No.	790009
Document Date	03/22/2023
Expiration Date	05/21/2023

City of Ocoee
Dan Abdo
150 North Lakeshore Drive
Ocoee, FL 34761

Sales Representative	Audra Bussey
E-Mail	AudBus@Kompan.com
Phone No.	407-443-1752 / 800-426-9788

Project Name US291448 Tiger Minor Park

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

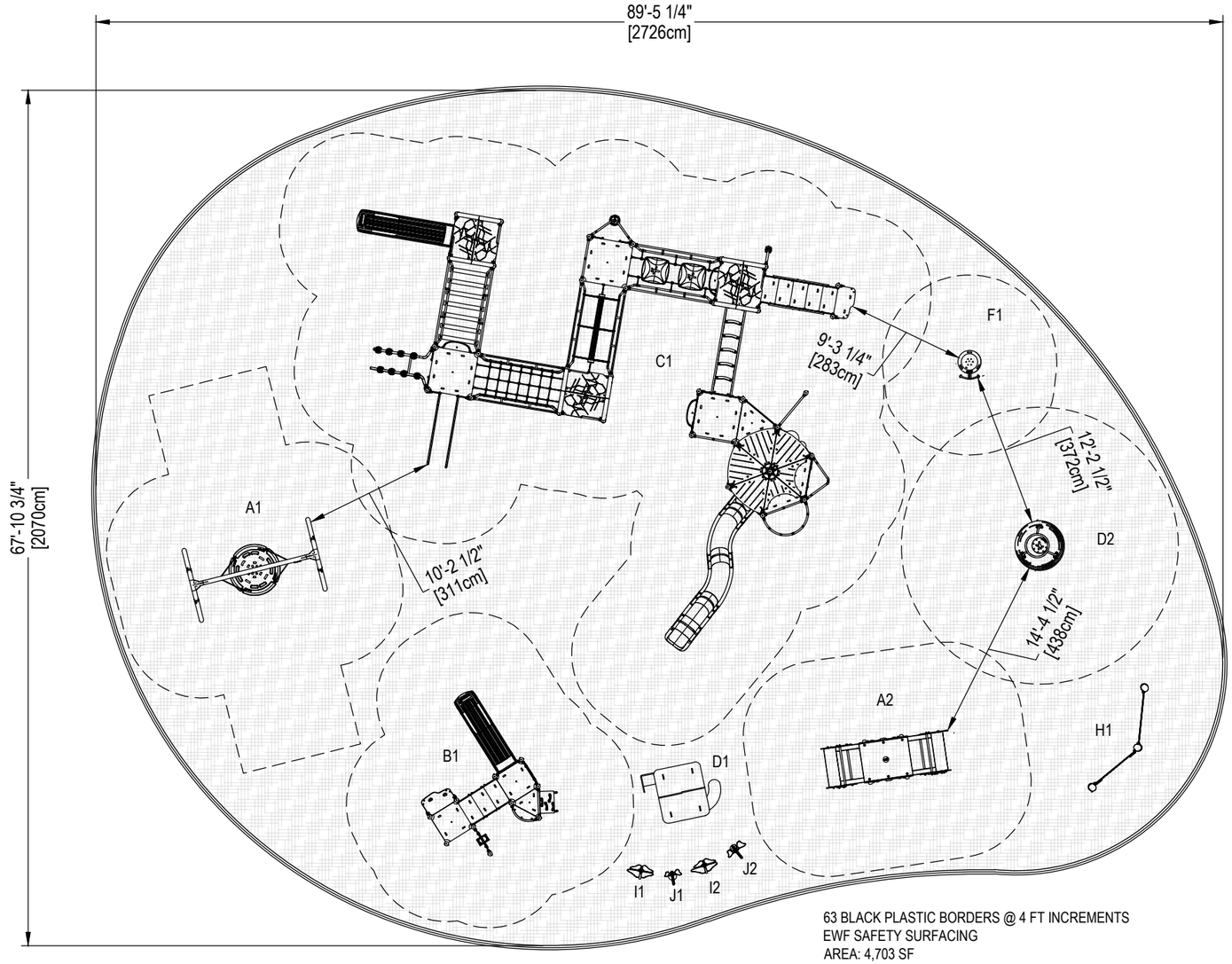
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____



63 BLACK PLASTIC BORDERS @ 4 FT INCREMENTS
EWF SAFETY SURFACING
AREA: 4,703 SF
PERIMETER: 252 LF

#	Product Number	Product Name	M.F.H.	Count
A	KSW922-CUSTOM_20201197	Swingset Variant	8' 5"	1
B	PCM101631-CUSTOM_20202578	Play Tower Variant	3' 10"	1
C	PCM610131-CUSTOM_20201194	Six Tower Mega Deck Variant	9' 10"	1
D	M700071-xx18P	Villa Playhouse	0"	1
E	ELE400065-xx17BL	Tipi Carousel w/ Top Brace	3' 3"	1
F	ELE400067-xxLG	Springer Bowl with Footrest	0"	1
G	Placeholder awaiting variant	Braille Panel	0"	1
H	M18601-xxP	Garden Seesaw	3' 3"	1

#	Product Number	Product Name	M.F.H.	Count
I	Freenotes Flower	Indigo, Yellow	0	2
J	Freenotes Butterfly	Indigo, Orange	0	2

Tiger Minor Park

SITE PLAN

0 10 20

3/32"=1'-0" ON 11" x 17" SHEET

MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES; PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 5½" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2%. MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2023 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

KOMPAN® Let's play

REVIEW BY:	DATE:	SHEET:
DESIGN	01/09/23	L2.0
REP'S NAME: AudBus	DRAWN BY: MitMur	
REV. NO. 1 / REV. BY: MitMur	REVISION NOTES: Equip Swap	REVISION DATE: 01/19/23

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

(866) 875-3299 | Contact Us

OMNIA PARTNERS Public Sector

MENU

REGISTER

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001135

July 1, 2017 through June 30, 2022
Option to renew for two (2) additional two-year periods through June 30, 2026
RENEWED THROUGH June 30, 2024

Pricing

OMNIA Partners participants can purchase KOMPAN playground products at the following discounts:

Category	Percentage Discount
Playground Equipment (i.e. themed systems, stand alone activities, system components)	10%
Outdoor Fitness Equipment	10%
Site Accessories (i.e. benches, picnic tables, planters, receptacles, bike racks)	5%
Surfacing	10%
Related Products (i.e. shades, skate parks, water parks)	5%

Category	Percentage Discount
Service (i.e. installation, design, layout, repair, maintenance, removal, disposal)	5%

List Price of KOMPAN Equipment	Additional Volume Discount
$100,000-$199,000	3%
$200,000-$499,999	6%
$500,000 and over	11%

Volume discounts will be applied to the net contract price. For example, an order that includes $210,000 will be calculated by first applying the 10% contract discount for a discounted price of $189,000 and next the volume discount will be applied to that discounted contract price: Ex: $189,000 x .94 = $177,660

Shipping

All shipments shall be F.O.B destination with freight charges prepaid and listed separately. Actual freight charges shall be added at the time of invoicing as determined and supported by the carrier's freight bill. Selection of the freight carrier shall be the option of the customer. Estimated freight charges shall be provided at the time of quotation. Additional cost for expedited delivery may be added.

Contract#: 2017001135
Amendment#: 11
Vendor#: 303668

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eleventh Amendment") is made and entered into this 21st of December 2022, by and between Kompan, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on May 1, 2018 to incorporate new products and unit price adjustments.

D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments.

F. The parties amended the Contract on May 15, 2019 to incorporate third-party products and price lists.

G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments.

H. The parties amended the Contract on January 1, 2021 to incorporate unit price adjustments.

I. The parties amended the Contract on May 17, 2021 to incorporate unit price adjustments and add the Domestic (U.S.) Procurement Preference clause.

J. The parties amended the Contract on January 1, 2022 to incorporate unit price adjustments and replace the Commercial Non-Discrimination clause.

K. The parties amended the Contract on July 1, 2022 to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

L. The parties now desire to amend the Contract to incorporate price adjustments and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Eleventh Amendment by reference.
2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Eleventh Amendment incorporates price adjustments due to an escalation in raw materials and energy costs as specified in the KOMPAN Core Portfolio 2023 and the Third Party Price List in Exhibit A.2.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eleventh Amendment to be executed as of the date first written above.

KOMPAN, INC.

BY: _____
(signature)

PRINT NAME: Eric Lewis

TITLE: Treasurer

DATE: 12/20/2022

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 21, 2022

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2017001135

Amendment #: 11

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products a

Vendor Legal Name: Kompan Inc.

Vendor #: 303668

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com

Liz Babson

Key: f86f2b82106208b08604836a6d96b831

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 5

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Robert Frank

Subject: Approval to Piggyback Omnia's Contract for the Jim Beech Recreation Center Playground Project. (Parks & Recreation Director Johnson)

Background Summary:

As part of Capital Improvements for the Jim Beech Recreation Center, the Parks and Recreation Department has budgeted $59,000.00 in Fiscal Year 22/23 for a Playground. Staff is requesting approval to waive the bid process and piggyback off the Omnia Contract #2017001135 expiring 6/30/24 The Installation of the inclusive playground will be completed by Kompan, Inc. Kompan has submitted a proposal to supply and install the playground equipment in accordance to the plans, with unit pricing in the amount of $58,079.19, based upon the aforementioned contract.

Issue:

Should the Honorable Mayor and City Commission approve piggybacking off the Omnia Contract #2017001135 and award supplying and installation of the inclusive playground with Kompan in the amount of $58,079.19?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve piggybacking on the Omnia Contract #2017001135 and award supplying and installation of the playground to Kompan, Inc. in the amount of $58,079.19 and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received. Staff also recommends that 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. Kompan Sales Proposal Quote & Site Plan
2. Kompan, Inc., Cooperative Contract
3. OMNIA Contract #2017001135 Amendment #11

Financial Impacts:

Funds are appropriated in the Parks and Recreation Department Budget, account number 317-572-10-6302. (Job #P000358), for installing a Playground at the Jim Beech Recreation Center.

Type of Item: Consent

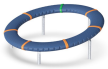
Sales Proposal

Quote No.	SP120383-4
Customer No.	790009
Document Date	04/05/2023
Expiration Date	06/04/2023

City of Ocoee
Adrian Dorsey
150 North Lakeshore Drive
Ocoee, FL 34761

Sales Representative	Audra Bussey
E-Mail	AudBus@Kompan.com
Phone No.	407-443-1752 / 800-426-9788

Project Name US291571 Beech Playground

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	OMNIA Partners Contract #2017001135					
GXY960010-3417 	Supernova - Night Sky Blue In-ground 60cm	1	Pieces	9,830.00	12.00	8,650.40
BLX410302-3717	BLOQX 3 - Grey/Lime Green/Dark Blue In-ground 90cm	1	Pieces	21,840.00	18.00	17,908.80
PCM81221-CUSTOM	Trio Climber Lime Green, Night Sky Blue In-ground 20204875	1	Pieces	13,120.00	12.00	11,545.60
INSTALL SPECIAL	Project Installation (Special Offer)	1	Pieces	15,514.83	5.00	14,739.09
FREIGHT	Freight	1	Pieces	5,235.30		5,235.30

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.
Equipment is as per Site Plan version L2.0 dated 2/3/23

Please allow 11-13 weeks for product delivery upon

Sales Proposal

Quote No.	SP120383-4
Customer No.	790009
Document Date	04/05/2023
Expiration Date	06/04/2023

City of Ocoee
Adrian Dorsey
150 North Lakeshore Drive
Ocoee, FL 34761

Sales Representative	Audra Bussey
E-Mail	AudBus@Kompan.com
Phone No.	407-443-1752 / 800-426-9788

Project Name US291571 Beech Playground

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	order placement					

Description	Qty	Retail Price	Discount	Net Price
No. of Products	3			
Subtotal - Products		44,790.00	6,685.20	38,104.80
Subtotal - Installation		15,514.83	775.74	14,739.09
Subtotal - Freight		5,235.30		5,235.30
Total USD				**58,079.19**

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Beech Playground
1820 A D Mims Rd
Ocoee, FL 34761

Sales Proposal

Quote No.	SP120383-4
Customer No.	790009
Document Date	04/05/2023
Expiration Date	06/04/2023

City of Ocoee
Adrian Dorsey
150 North Lakeshore Drive
Ocoee, FL 34761

Sales Representative	Audra Bussey
E-Mail	AudBus@Kompan.com
Phone No.	407-443-1752 / 800-426-9788

Project Name US291571 Beech Playground

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

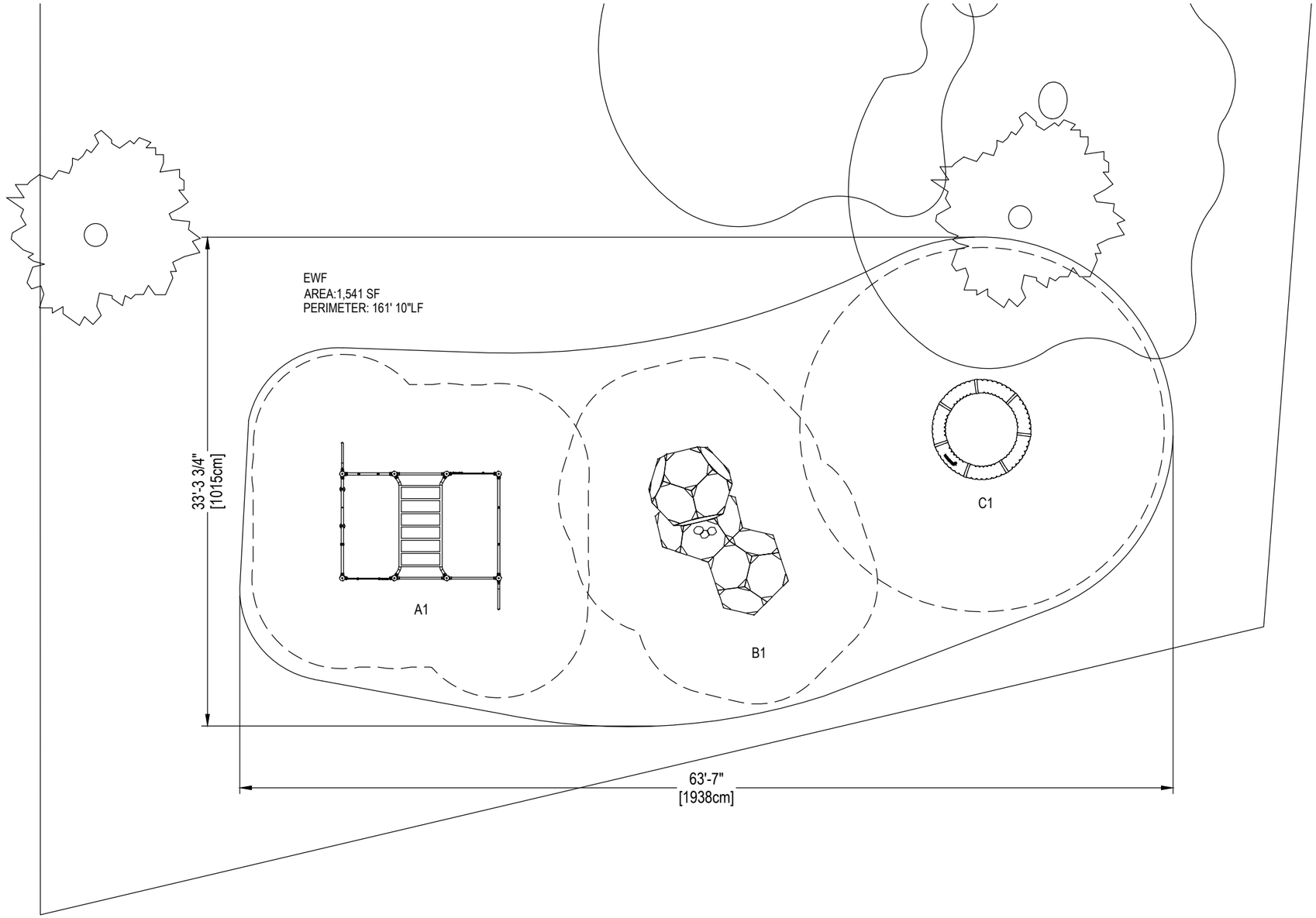
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____



#	Product Number	Product Name	M.F.H.	Count
A	PCM81221-CUSTOM-20 204875	Trio Climber Variant	7' 4"	1
B	BLX410302-xx17	BLOQX 3	9' 10"	1
C	GXY960010-xx17	Supernova	2' 4"	1

Beech Recreation Center

SITE PLAN

0 8 16

1/8"=1'-0" ON 11" x 17" SHEET

MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES; PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 5½" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2023 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

KOMPAN® Let's play

REVIEW BY:		DATE:	SHEET:
DESIGN		2/03/23	L2.0
REPS NAME:		DRAWN BY:	
AudBus		MitMur	
REV. NO.	REV. BY:	REVISION NOTES:	REVISION DATE:
-	-	-	-

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

Pricing

OMNIA Partners participants can purchase KOMPAN playground products at the following discounts:

Category	Percentage Discount
Playground Equipment (i.e. themed systems, stand alone activities, system components)	10%
Outdoor Fitness Equipment	10%
Site Accessories (i.e. benches, picnic tables, planters, receptacles, bike racks)	5%
Surfacing	10%
Related Products (i.e. shades, skate parks, water parks)	5%

Category	Percentage Discount
Service (i.e. installation, design, layout, repair, maintenance, removal, disposal)	5%

List Price of KOMPAN Equipment	Additional Volume Discount
$100,000-$199,000	3%
$200,000-$499,999	6%
$500,000 and over	11%

Volume discounts will be applied to the net contract price. For example, an order that includes $210,000 will be calculated by first applying the 10% contract discount for a discounted price of $189,000 and next the volume discount will be applied to that discounted contract price: Ex: $189,000 x .94 = $177,660

Shipping

All shipments shall be F.O.B destination with freight charges prepaid and listed separately. Actual freight charges shall be added at the time of invoicing as determined and supported by the carrier’s freight bill. Selection of the freight carrier shall be the option of the customer. Estimated freight charges shall be provided at the time of quotation. Additional cost for expedited delivery may be added.

(866) 875-3299 | Contact Us

OMNIA PARTNERS Public Sector

MENU

REGISTER

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001135

July 1, 2017 through June 30, 2022
Option to renew for two (2) additional two-year periods through June 30, 2026
RENEWED THROUGH June 30, 2024

Contract#: 2017001135
Amendment#: 11
Vendor#: 303668

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eleventh Amendment") is made and entered into this 21st of December 2022, by and between Kompan, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on May 1, 2018 to incorporate new products and unit price adjustments.

D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments.

F. The parties amended the Contract on May 15, 2019 to incorporate third-party products and price lists.

G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments.

H. The parties amended the Contract on January 1, 2021 to incorporate unit price adjustments.

I. The parties amended the Contract on May 17, 2021 to incorporate unit price adjustments and add the Domestic (U.S.) Procurement Preference clause.

J. The parties amended the Contract on January 1, 2022 to incorporate unit price adjustments and replace the Commercial Non-Discrimination clause.

K. The parties amended the Contract on July 1, 2022 to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

L. The parties now desire to amend the Contract to incorporate price adjustments and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Eleventh Amendment by reference.
2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Eleventh Amendment incorporates price adjustments due to an escalation in raw materials and energy costs as specified in the KOMPAN Core Portfolio 2023 and the Third Party Price List in Exhibit A.2.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eleventh Amendment to be executed as of the date first written above.

KOMPAN, INC.

BY: _____
(signature)

PRINT NAME: Eric Lewis

TITLE: Treasurer

DATE: 12/20/2022

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 21, 2022

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2017001135

Amendment #: 11

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products a

Vendor Legal Name: Kompan Inc.

Vendor #: 303668

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com

Liz Babson

Key: f86f2b82106208b08604836a6d96b831

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 6

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

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Approval to Award RFQ #23-006 Continuing Contract for Surveying and Mapping Services. (Procurement Manager Tolbert)

Background Summary:
The City's continuing contracts for surveying and mapping services have expired. In compliance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055 and Chapter 21 of the City's Code of Ordinances, the City solicited statements of qualifications from qualified professional surveying and mapping firms or individuals that are interested in providing general surveying and mapping services for various planning, design, development review, and construction phase projects. The firms selected by the City will provide professional surveying and mapping services to the City on an as-needed basis, based upon task orders to be issued by the City under the continuing contract. The contracts shall automatically be renewed annually unless terminated by the City in writing, for five years from the date of execution, and two (2) additional one-year City optional renewals unless otherwise terminated by either party, in writing, given 30 days notice.

The RFQ was advertised on February 5, 2023 and was publicly opened on March 7, 2023. There were nine (9) responses submitted. The Finance Department, Development Services Department, Public Works Department and Utilities Department reviewed the qualification statements and all were considered responsive, see the attached RFQ Checklist. Attached are the top four (4) ranked responses; original copies of all responses are available in the Finance Department for your review.

The nine (9) responses were evaluated by the RFQ Evaluation Committee appointed by the City Manager, which was comprised of four (4) members: Stephen Krug, P.E., Public Works Director; Michael Rumer, Development Services Director; T'Jean Tomlinson, P.E., Project Manager; Milen Womack, P.E., City Engineer. The first public RFQ Evaluation Committee meeting was held on March 21, 2023 to shortlist the firms, and the second public Evaluation Committee meeting was held March 28, 2023 to interview the shortlisted firms. Please see the attached shortlist/evaluation form. The evaluation committee short-listed the following firms in ranked order, and recommends contracting with the top four (4) ranked firms, per the attached award recommendation from Stephen Krug, P.E., Public Works Director.

The Table below is the Evaluation Committee's rankings:

Rank/Respondent
1. Southeastern Surveying and Mapping Corp. (SSMC)
2. CPH, LLC.

3. Barnes, Ferland and Associates Inc.
4. WSP USA Environment & Infrastructure Inc. (WSP)
5. Larson Design Group
6. SurvTech Solutions, Inc.
7. KCI Technologies, Inc.
8. Halff Associates, Inc.
9. Chastain-Skillman, Inc.

Issue:
Should the City Commission award the continuing contracts for surveying and mapping services to the four (4) short-listed firms, as recommended by the Evaluation Committee?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners award RFQ #23-006 Continuing Contract for Surveying and Mapping Services to **Southeastern Surveying and Mapping Corp. (SSMC), CPH, LLC., Barnes, Ferland and Associates, Inc., and WSP USA Environment & Infrastructure, Inc. (WSP)**, and authorize Staff to proceed with contract negotiations with the selected firms, and authorize the Mayor, City Clerk, and staff to execute all necessary contract documents with these firms once the required insurance is received. Per the State of Florida CCNA Act Statute 287.055, if contract negotiations are unsuccessful with one of the top-ranked firms, staff shall terminate negotiations and initiate negotiations with the next ranked firm, and so on, until an agreement is reached.

Attachments:
1. RFQ23 -006 Continuing Contract for Surveying and Mapping Services
2. Southeastern Surveying and Mapping Corporation
3. CPH, LLC
4. Barnes, Ferland and Associates, Inc
5. WSP USA Environment & Infrastructure, Inc
6. Evaluation Form
7. Checklist
8. Award Recommendation
9. Addendum 1

Financial Impacts:
As budgeted each fiscal year, the contracts are adequately funded through the various Departments which will utilize Surveying and Mapping services.

Type of Item: Consent

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-006

CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES

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RFQ #23-006
CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES

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Exhibit C - Company Information and Signature Sheet*	20
Exhibit D – Draft Agreement	21

* *Submit with proposal*

End Table of Contents

Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ No. 23-006 Continuing Contract for Surveying and Mapping Services.** Qualification Packages will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 p.m., local time, on March 7, 2023**. Qualification Packages received after that time or through any other method will not be accepted under any circumstances. Qualification Packages that have been timely received through Bonfire will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFQ shall be in writing to Olena Stokych, Purchasing Analyst, Finance Department/Purchasing, ostokych@ocoee.org. No Pre-Submittal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a statement of qualifications at no charge through Bonfire by accessing the City's published solicitation page at https://ocoee.bonfirehub.com.For more information, visit https://www.ocoee.org/323/Purchasing. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Bonfire e-Procurement Platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, February 5, 2023.

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CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #23-006
CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications (SOQ, Proposals, Responses) from licensed surveying and mapping firms, (Respondent, Proposer, Consultant) that are interested in providing general surveying and mapping services for various planning, design, and development review projects.

2. The City intends to award continuing contracts to the top three (3) firms, if possible, deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFQ. In addition to identifying the best firms for the work, the City desires to create an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified firm for a given task. Firms selected by the City will provide surveying and mapping services to the City on an as-needed basis, which will be assigned using task orders issued by the City under the continuing contracts. The contracts shall automatically be renewed annually unless terminated by the City in writing, for five years from the date of execution, and two (2) additional one-year upon City optional renewals unless otherwise terminated by either party, in writing, given 30 days notice.

3. Prospective Respondents may secure a free copy of the documents required for submitting a statement of qualifications through the Bonfire platform by accessing the City's published solicitation page at https://ocoee.bonfirehub.com. For more information visit https://www.ocoee.org/323/Purchasing. Prospective Respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Bonfire platform; there is no charge to use Bonfire. Partial sets of documents required for submitting a statement of qualifications will not be issued.

4. The City **ONLY** accepts electronic solicitation responses online through the City's Bonfire platform at https://ocoee.bonfirehub.com. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All submissions for this RFQ **MUST** be submitted electronically through the Bonfire Platform, submissions received in any other format will not be accepted; paper, fax, or e-mailed submissions will NOT be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

   Registration with Bonfire is free and is required prior to submitting a Response. You will be required to register once you click the "PREPARE YOUR SUBMISSION" in the solicitation file. It is suggested your company register no later than 24 hours in

advance of the submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, Respondents will be able to submit a bid securely, any time before the submission deadline, at https://ocoee.bonfirehub.com by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once Respondent's bid has been submitted, Respondent will receive a date/time stamp confirmation within the Bonfire platform and an email from Bonfire confirming the submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the submission deadline. Respondents are encouraged to allow ample time to upload and submit their qualification package as the system will automatically lock responses upon the submission deadline. A virtual public bid opening will be held on the date and time indicated in this RFQ. Details on how to access the virtual bid opening will be posted on Bonfire once available and will also be posted on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

5. Qualification packages should consist minimally of a cover letter, statement of qualifications, conflict of interest disclosure form, and company information form (attached at the end of these instructions). Respondents should also include a copy of all applicable licenses held by firm and key staff/project team or subconsultants proposing to perform the work. Qualification packages should be limited to a total of **fifty (50) 8.5"x 11" pages** (required forms are excluded from the page count) single-sided, portrait orientation, 12-point font if possible. Additional requirements of submissions are supplied below in Section D: submittals. Any qualification package failing to conform to these specifications is subject to rejection. The person signing the signature sheet on behalf of the respondent must have the legal authority to bind the respondent to the submitted qualification package and shall be understood to do so. All expenses for providing qualification packages to the City shall be borne by the Respondent.

6. Respondents shall submit one (1) complete electronic copy of their qualification package on the Bonfire Platform. Qualification packages must be received by Bonfire no later than **2:00 p.m., local time, on March 7, 2023.** Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualification package **uploaded and submitted** on the Bonfire Platform prior to the due date and time.

   File Uploads – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft

Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

7. The City will receive questions regarding this RFQ only through written inquiries directed to Olena Stokych, Purchasing Analyst through the RFQ project file on the Bonfire Platform or by email at ostokych@ocoee.org. The deadline for receipt of questions is **February 28, 2023 at 2:00 p.m., local time.** Questions received after that time may not be answered. Any clarifications/changes will be made by way of written addenda only, issued by the Purchasing Analyst and posted on Bonfire**.**

8. Prospective Respondents should not contact City staff, with the exception of the Purchasing Analyst, or other City consultants for information regarding this RFQ before the project award date. Any contact with any other member of the City Staff, City Commission, or its Agents during the RFQ, award, and protest period may be grounds for Respondent disqualification.

9. Action on qualification packages is expected to be taken by the City Commission within ninety (90) days of the submission opening date; however, no guarantee or representation is made herein as to the time between receipt of the qualification package and subsequent City Commission action. A more detailed schedule is given below.

10. All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. The provisions of the Consultant's Competitive Negotiations Act (Section 287.055, Florida State Statutes) shall apply, where applicable.

11. The successful Respondent shall be required to execute an Agreement, in form and content acceptable to the City, indemnifying and holding harmless the City, its officials, officers, employees, and agents from all claims.

    By entering into this contract, the awarded firm is obligated to comply with the provisions of § 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

12. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services

to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2) (a).

13. FLORIDA PUBLIC RECORDS LAW: In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Proposers are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this solicitation become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

14. 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 § 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 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

15. PATENT INDEMNITY: Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder.

    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.

16. The City reserves the right to accept or reject any or all responses, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. The City may accept any item or group of items of any proposal, unless the Proposer qualifies its proposal by specific limitations. The City may accept one or more proposals if, in the City's discretion, the City determines that it is in the City's best interest to do so.

    The City reserves the right to award the contract to the Respondent which, in the City's sole discretion, is the most responsive and responsible Respondent. The City reserves the right, as an aid in determining which proposal is responsible, to require a Respondent to submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all proposals.

17. Conflict of Interest/Non-Collusion Certification: Respondent declares by submission of a qualification 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 project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

Respondent 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 Respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, the Respondent agrees to immediately notify the City in writing. **Complete the attached Conflict of Interest Disclosure Statement and submit with qualification package.**

Respondent 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.

Respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Respondent offers and agrees that if this negotiation is accepted, Respondent will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to Respondent. The bid constitutes a firm and binding offer by Respondent to perform the services as stated.

18. Drug-Free Workplace: Provide a statement concerning the Respondent's status as a Drug-Free Workplace or evidence of an implemented drug-free workplace program. **Complete the attached Drug-Free Workplace Form and submit with qualification package.**

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.

B. INSURANCE TERMS AND CONDITIONS

The successful respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) 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 selected consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 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. The payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.

2. Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

3. Consultant's Public Liability and Property Damage Insurance: The Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant, and the amounts of such insurance shall be the minimum limits as follows:

4. Automobile Bodily Injury Liability & Property Damage Liability
   - $1,000,000 Combined single limit per occurrence (each person, each accident)
   - All covered automobile will be covered via symbol 1
   - Liability coverage will include hired & non-owned automobile liability
   - Include Waiver of Subrogation in favor of The City of Ocoee

5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.
   - $2,000,000 GENERAL AGGREGATE
   - $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
   - $1,000,000 PER OCCURRENCE
   - $1,000,000 PERSONAL & ADVERTISING INJURY
   - Include Waiver of Subrogation in favor of the City of Ocoee

6. Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.

7. Owner's Protective Liability Insurance: (Not applicable for Surveying and Mapping Services) As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

8. Contractual Liability: If the project is not bonded, the consultant's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE

   Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability

   Builders Risk: (Not applicable for Surveying and Mapping Services)
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence

(Remainder of page left blank intentionally)

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AM Best Rating A- or Better	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Contractor's Name
Address

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
	X	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY X PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$ 1,000,000
	X	X OCCUR CLAIMS MADE				AGGREGATE	$ 2,000,000
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					
		Builders Risk				Any 1 Loc	100,000
						Any 1 Occ	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER

OCOEE01

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) © ACORD CORPORATION 1988

SAMPLE

9. Certificates of Insurance: Certificate of Insurance Form (see sample, above), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Analyst. This certificate shall be dated and show:
    - The name of the Insured consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
    - Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy,

except ten (10) days written notice of cancellation for non-payment of premium.

C. SCOPE OF SERVICES

The scope of work to be performed through task orders issued under the continuing contracts may consist of, but will not necessarily be limited to: planning, design, development review, and construction phase surveying and mapping services for public and private projects within the City. Typical assignments would include, but would not be limited to the following:

- Horizontal and vertical survey for existing and new roadways, drainage ponds, ditches, and canals
- Verification of existing rights-of-way and establishment of new right-of-way lines
- Preliminary and final roadway or utility alignment surveys
- Parcel surveys, including building footprints and clearances
- Preparation of legal descriptions with or without sketches of description
- Plat review in accordance with Chapter 177, Florida Statutes
- Establishment of the limits of existing ditches and canals
- Collection of data through use of Global Positioning System (GPS) technology
- Lake and pond water level elevation identification and verification
- Horizontal and vertical underground and overhead utility (water, sanitary, fiber optic cable, coaxial cable, etc.) surveys
- Soft-dig services
- Maintenance of the official statement of city limits
- Miscellaneous surveying or mapping services

Interested firms must be experienced in providing surveying and mapping services for projects of a scope and nature comparable to those described. To be considered, the respondent shall be a licensed professional or qualified business in accordance with Florida State law and be familiar with all applicable State of Florida, Orange County, and City of Ocoee codes, regulations, and laws. Each qualifications submittal should include a copy of the firm's contractor's license.

D. SUBMITTALS

Qualifications packages should be designed to portray to the City how the respondent's services can best match the knowledge, skills, and abilities suggested by the anticipated Summary of Services given above. In order for the City to evaluate the qualification package, each Respondent should provide information relative to their ability to provide services that will best meet the needs of the City.

The City of Ocoee requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, firms should follow the described response format, see also **Section 5** of this RFQ. The intent of the RFQ format requirements is to expedite review and evaluation. It is not the intent to constrain firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should use the following format in responding to the RFQ:

I. Firm's Qualifications

- List of firm's relevant employees that would be assigned to this contract, their qualifications, and their role for the City services. ("Relevant" means they may provide some of the offered services; support personnel should generally not be included unless they are directly involved in the provision of services.)
- Provide copies of firm's and employee's certifications and registrations with regulatory agencies, professional organizations, etc.
- List firm's sub-consultants that would be assigned to this contract, their qualifications, and their role in this project.
- List of firm's current or recently completed similar services within the past three (3) years with other public or private agencies. Include original contract price, final cost, and reason for overages if applicable.
- Demonstrate the ability to deliver project on time and within budget.
- List and quantity of firm's (and firm's sub-consultants' if applicable) equipment including survey instruments, computers, plotters, vehicles, etc.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.

II. Firm's Office Location & Other Forms

- List the location of all offices (firm and sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.
- Include copy of M/WBE Certification for the Respondent. Partial points will not be awarded for M/WBE sub-consultants.
- Conflict of Interest Disclosure form.
- Company Information/Signature Sheet.
- Drug-Free Workplace form.
- Receipt of any addenda issued, see Section J.
- Summary of Litigation, see Section I., if none please so state. Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Firm in the past five (5) years which is related to the services that the Firm provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

E. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFQ	Request for qualifications published
23 days later	Last day for questions
30 days later	Statements of qualification are due
35 days later	Qualification statements distributed to evaluation committee
50 days later	Evaluation committee meeting held
Next meeting	Short-list of ranked firms recommended to City Commission

Dates are estimated and subject to change at the City's discretion.

F. SELECTION PROCESS

1. The criteria for selection shall be based on the criteria listed in the RFQ. The City reserves the right, before awarding the contract, to require a Respondent to submit additional evidence of its qualifications, as the City may deem necessary, and shall conduct discussions with, and may require public presentations by, no fewer than three (3) firms, if possible. The City shall be the sole judge of the competency of Respondents.

2. A City evaluation committee will evaluate each respondent's qualifications and after interviews and/or public presentations, will short-list and recommend to the City Commission the top three (3) firms, if possible, in ranked order of qualifications based upon the evaluation committee's evaluation of the responses and any client references. All Respondents shall be notified via Bonfire or other means of staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by the evaluation committee shall be final. The City Commission shall be the final authority in the award or rejection of any all responses.

3. The City will apply the negotiation requirements of Section 287.0055, Fla. Stat., (a.k.a., CCNA). The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.

4. The successful Respondent shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal agreement will be prepared and subsequent executed by both parties.

5. The following evaluation criteria will be used to rate the timely received responses:

Evaluation Criteria	Maximum Points
1. Experience of the firm and project team • Past Performance and Experience of the Firm • Past Performance and Experience of the Team Members • Past Performance and Experience with or in the City	**65**
2. Ability to Meet Time and Budget Requirements • Projected Workloads of the Firm • Affect of Legal Action Against the Firm	**25**
3. Office Location • Location of the Office and Proximity to the City of Ocoee	**5**

Evaluation Criteria	Maximum Points
4. Certified Minority Business Enterprise • Include copy of M/WBE Certification for the Respondent	**5**
	100

Information supplied by client references may be used in determining the relative merits of a Respondent under any and all of the above-listed criteria.

G. TASK ORDERS/SERVICE AUTHORIZATIONS

Firm(s) selected by the City will provide surveying and mapping services to the City on an as needed basis, based upon task orders (service authorizations) to be issued by the City under the continuing contract. No work shall commence until the verification of the issuance of the purchase order or other authorization document. It shall be the surveying and mapping firm's responsibility to include those references on each invoice submitted for the work.

Invoicing for completed work or progress billing shall be submitted to the requesting City Department for processing and submission for payment by the Finance Department with a copy to:

Accounts Payable
Finance Department
City of Ocoee
1 N. Bluford Avenue
Ocoee, Florida 34761

H. BID PROTESTS

All Bid Protests shall be submitted to the Purchasing Analyst, ostokych@ocoee.org with a copy to the Procurement Manager, jtolbert@ocoee.org, 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 Purchasing Analyst with a copy to 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.

I. 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 contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, then please say so.

_____
_____
_____
_____
_____

(Attach additional sheets if necessary)

J. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

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

END OF INSTRUCTIONS

EXHIBIT "A"
RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

EXHIBIT "B"
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Respondent: _____

Signed: _____

By: _____
(Print or Type Name)

Title: _____

Date: _____

EXHIBIT "C"

COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-006

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

_____
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 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

CITY OF OCOEE
EXHIBIT "D"
CONTINUING SURVEYING AND MAPPING SERVICES DRAFT AGREEMENT
RFQ #23-006

THIS Agreement is entered into this _____ day of _____, 20__ by and between the **City of Ocoee, Florida**, a municipal corporation existing under the laws of the State of Florida ("City"), and _____, a _____ Corporation ("Consultant").

WHEREAS, the City has a present and continuing need for professional surveying and mapping services; and

WHEREAS, the City shall have the option to use the Consultant's professional surveying or mapping services and attendant and related ("Services"), as further described below, for the City's continuing professional surveying and mapping needs for projects that meet the criteria of ¶ 287.055 (2) (g), Florida Statutes (hereinafter referred to as "Project" or "Projects"); and

WHEREAS**,** the Consultant is willing and able to perform the Services for the City on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants given one to the other, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

TERM

Continuing Contract. This Agreement shall continue in full force for a period of five (5) separate one-year terms, beginning on _____. Each one-year term shall automatically be renewable for the next succeeding one year term with the condition that the City's obligation to pay under this Agreement for each year is contingent upon the City in its good faith judgment having sufficient funds to make an annual appropriation for the Services to be provided under this Agreement. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The City shall have the option of extending the term an additional two (2) one-year terms. This Agreement shall govern if the time required to complete Services extends beyond the expiration or termination of this Agreement for a Project that has already been identified in a Services Authorization issued prior to the expiration or termination of the Agreement.

TYPES OF PROJECTS

Consultant may perform Services under this Agreement, including but not limited to those generally described below:

Professional survey services and other attendant or related services that may be required to be performed pursuant to award(s) to the Consultant issued under Services Authorizations issued under this Agreement. Such services may include, but not be limited to, the following: planning,

design, development review, and construction phase surveying and mapping services for public and private projects within the City. Typical assignments would include, but would not be limited to the following:

- Horizontal and vertical survey for existing and new roadways, drainage ponds, ditches, and canals
- Verification of existing rights-of-way and establishment of new right-of-way lines
- Preliminary and final roadway or utility alignment surveys
- Parcel surveys, including building footprints and clearances
- Preparation of legal descriptions with or without sketches of description
- Plat review in accordance with Chapter 177, Florida Statutes
- Establishment of the limits of existing ditches and canals
- Collection of data through use of Global Positioning System (GPS) technology
- Lake and pond water level elevation identification and verification
- Horizontal and vertical underground and overhead utility (water, sanitary, fiber optic cable, coaxial cable, etc.) surveys
- Soft-dig services
- Maintenance of the official statement of city limits
- Miscellaneous surveying or mapping services

As-Built Surveys: Horizontal and vertical location surveys of constructed improvements for existing and new roadways, drainage ponds, ditches, canals, land parcels and other similar projects, including soft dig services necessary for same;

Boundary Surveys: Perimeters of parcels for locations, platting or dividing;

Construction Layout: Horizontal and vertical measurements for construction, including preliminary and final roadway or utility alignment surveys;

Control Surveys: Horizontal and vertical positions for support of subordinate surveys or mapping;

Hydrographic Surveys: Lake and pond water level elevation identification and verification and collection and analysis of related data concerning bodies of water;

Mean High Water Line Surveys: F.S. Section 177, Part II Surveys;

Plat review in accordance with Chapter 177, Florida Statutes;

Quantity Surveys: Measurements to determine quantity;

Right-of-way Surveys: Strip of land for travel, drainage and utilities, etc.;

Specific or Special Purpose Surveys: A specific purpose not defined by any other type;

Topographic Surveys: Horizontal and vertical spatial relations of selected man-made and/or natural features on or below the earth's surface;

Collection and analysis of data through the use, in whole or in part, of Global Positioning System technology, LIDAR or equivalent technology;

Providing survey data in digital form in a format compatible with what the City is currently using or otherwise in accordance with the City of Ocoee's requirements;

Advise, assistance and possible court and administrative hearing appearance(s) regarding future legal matters;

Verification of existing rights-of-way and establishment of new right-of-way lines for ongoing or projects;

Verification of existing rights-of-way and establishment of new right-of-way lines for ongoing or projects;

Parcel surveys;

Preparation of legal descriptions with or without sketches of description;

Preparation of horizontal and vertical underground and overhead utility (water, sanitary, fiber optic, coaxial, etc.) survey;

Miscellaneous surveying or mapping services not otherwise defined above

The City shall, from time to time, and at its sole discretion, authorize the Consultant in writing to provide Services under this Agreement by issuing a Services Authorization. A Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation, (4) the items to be provided to the City, and (5) the services, information and data that can be provided by the City to the Consultant. The Consultant will be required to compete with other Consultants for the award of the Services Authorization.

The City does not guarantee, warrant, or represent that any number of Projects or any particular type of Project will be assigned to the Consultant under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. The City shall have the sole discretion to select the Project(s), if any, that may be given to the Consultant.

The Consultant shall perform any and all Services in a timely, efficient and cost-effective manner and in a manner that comports with the standards of professional surveying ordinarily exercised by reputable members of Consultant's profession.

FEE FOR SERVICES

The City shall pay the Consultant for the Services as detailed in a Services Authorization issued under this Agreement. The compensation shall be deemed to include all salaries, social

security taxes, federal and state unemployment taxes, worker's compensation insurance costs, sick leave, vacation and holiday pay, retirement and medical insurance benefits, travel and subsistence within the Orlando area, general and administrative overhead costs, quality control costs, profit, and any and all incidental reproduction, secretarial, and office support costs that may be incurred by the Consultant. Furthermore, the City shall not be charged overtime wage rates, unless and only to the extent that the City may authorize such charges in writing in advance of such overtime worked being performed.

Consultant fully acknowledges and agrees that if at any time it performs Services under this Agreement that have not been fully negotiated, reduced to writing, and formally executed by both the City and Consultant, then Consultant shall perform such Services without liability to the City, and at Consultant's own risk and expense.

City shall pay Consultant not later than twenty-five (25) calendar days of its receipt of Consultant invoice, unless, within a twenty (20) day period, the City, 1) notifies Consultant of an objection to the payment amount, and 2) either provides Consultant with a determination of the proper payment, or requests further information from Consultant so that a proper payment can be derived and agreed upon by the parties.

The City's objection to the payment amount shall be accompanied by the City's remittance of any undisputed portion of the payment.

Upon the termination of this Agreement, Consultant shall prepare a final and complete payment statement for all Services and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. Consultant also agrees to maintain, and to cause each of its subcontractors to maintain complete and accurate project and financial books and records (Books) in accordance with generally accepted accounting principles and standards, and in a form acceptable to the City, which identify the activities of the Consultant and the costs for all labor, material, and services incurred by the Consultant in performing services under this Agreement. The Books shall, at a minimum, identify the Services rendered, the date that the labor, material or services were incurred and shall also identify whether the expense was part of the Services or are a reimbursable expense.

In addition to the above and upon request of the City, the Consultant shall prepare a Fiscal Year Report (for the most recent fiscal year) for review and use by the City, which shall identify the costs for all labor, material, and services incurred by the Consultant in performing services under this Agreement and shall include the Consultant's paid salary, fringe benefits, general and administrative overhead costs, profit and the total amount of money paid by the City to the Consultant. The Fiscal Year Report shall be certified as true and correct by, and shall bear the signature of the Consultant's chief financial officer or its certified public accountant.

The Consultant shall maintain separate Books for each Project. The City shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Consultant's Books. If an audit or other information discloses that Consultant has over-billed or overstated its costs, fees, or reimbursable expenses (Overcharged) to the City, then the amount of any Overcharge shall be refunded to the City, including interest at one percent (1%) simple interest per month, together with the City's reasonable and provable costs (including auditing expenses) in discovering the Overcharge and pursuing its repayment, including reasonable attorneys' fees.

Consultant shall retain the Books, and make them available to the City as specified above, until the later of five (5) years after the date of termination of this Agreement, or five (5) years from the date of the final payment statement (of the Project) prepared for the City, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

When the City has reasonable grounds for belief (or information to believe) that, 1) Consultant will be unable to perform the Services; or 2) a pending or meritorious claim exists against Consultant or the City arising out of Consultant's negligence or Consultant's breach of any provision of this Agreement; then the City may withhold a payment otherwise due and payable to Consultant. This provision is intended solely for the benefit of the City.

The acceptance by Consultant, its successors, or assigns, of any final payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands, or causes of action whatsoever that Consultant, its successors, or assigns may have against the City under the provisions of this Agreement.

INDEMNIFICATION AND INSURANCE

Indemnification

The Consultant agrees to indemnify, defend and hold harmless the City, its representatives, employees, and elected and appointed officials, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of any professional services rendered under this Agreement or any Services Authorization issued pursuant to this Agreement. For purposes of compliance with Florida law, Consultant acknowledges that this provision shall be deemed a part of the project specifications or the bid documents.

Insurance

General. The Consultant shall purchase, maintain, and keep in full force, effect, and good standing, such insurance as identified below, that provides coverage for claims as identified below, that may arise out of, or result from, the Consultant's operations, performance, or Services, or all of these things, or any of these things in combination ("Consultant's Operations"), whether the Consultant's Operations are performed by the Consultant, any of its agents, subcontractors, or Subconsultants, or anyone for whose act or acts it may be liable. The Consultant's insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this Subsection shall be written for not less than the limits of liability specified below, or as may be required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Consultant's obligation under this Agreement.

The Consultant shall provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the City**:**

Comprehensive General Liability Insurance:	$1,000,000.00
General Aggregate	$2,000,000.00
(The City of Ocoee is to be named as an additional insured)	
Professional Liability Insurance:	$1,000,000.00
(Design Errors and Omission)	

The Consultant shall not commence any work in connection with the Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Consultant allow any Sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant 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 Florida Statutes, Section 440.57.

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 Consultant and/or sub-consultant providing such insurance.
b) Workers' Compensation Insurance: The Consultant shall purchase, or cause its subcontractors or subconsultants to purchase such Worker's Compensation and Employer's Liability Insurance in such limits as required by law for all the Consultant's employees connected with the work of this Agreement and, the Consultant shall require all subcontractors or subconsultants similarly to provide Workers' Compensation Insurance for all of its employees. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Consultant shall provide, and cause each sub-consultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. The policy shall include an appropriate waiver of subrogation provision in favor of the City.
c) Consultant's Public Liability and Property Damage Insurance: During the life of this Agreement the Consultant shall maintain COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Consultant from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant, and the amounts of such insurance shall be the minimum limits as follows:
d) Automobile Bodily Injury Liability & Property Damage Liability
The policy and coverages shall include:
    - $1,000,000 Combined single limit per occurrence (each person, each accident)
    - All covered automobile will be covered via symbol 1
    - Liability coverage will include hired & non-owned automobile liability
    - Include Waiver of Subrogation in favor of The City of Ocoee

e) Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant is

primary and not contributory over the insurance of the City of Ocoee. The policy and coverage shall include:

- $2,000,000 GENERAL AGGREGATE
- $1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
- $1,000,000 PER OCCURRENCE
- $1,000,000 PERSONAL & ADVERTISING INJURY
- Include Waiver of Subrogation in favor of the City of Ocoee

f) Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.

g) Contractual Liability - Work Contract: The Consultant's insurance shall also include contractual liability coverage. NOTE: THE City SHALL BE NAMED AS ADDITIONAL INSURED ON PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE,.

- $1,000,000 PER OCCURRENCE
- $2,000,000 AGGREGATE

Certificates of Insurance: The Consultant shall provide a Certificate of Insurance Form, naming the City of Ocoee as an additional insured upon being issued any Services Authorization under this Agreement. This certificate shall be dated and show: (1) the name of the Insured Consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date; and (2) a 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.

City As Additional Insured. The City shall be listed as an additional insured on all insurance coverage required by this Agreement, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this Agreement shall memorialize that the Consultant's, or the Consultant's Subconsultant's, or all of these entities' (Primary Insureds) insurance, shall apply on a primary basis, and that any other insurance maintained by the City shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance.

City's Right to Inspect Policies. The Consultant shall, in the event of a material claim, upon thirty (30) days' written request from the City, deliver copies to the City of any or all insurance policies that are required in this Agreement.

TERMINATION

Termination Without Cause

This Agreement may be terminated by either party by delivering a thirty (30) written notice to the other party. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. The Consultant shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination;

however, payment to the Consultant will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Services.

Termination for Cause

In addition to any other termination provisions that may be provided in this Agreement, the City may terminate this Agreement, or any Services Authorization issued under this Agreement, in whole or in part if the Consultant makes a willfully false Payment Statement; or substantially fails to perform any obligation under this Agreement or Services Authorization and does not remedy the failure within fifteen (15) calendar days after receipt by the Consultant of written demand from the City to do so. The Consultant may terminate this Agreement or any Services Authorization issued under this Agreement, if the City substantially fails to perform any obligation under this Agreement, and does not remedy the failure within fifteen (15) calendar days after receipt by the City of written demand from the Consultant to do so; unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the City shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

Upon termination of this Agreement for Cause by the City, the City may pay the Consultant for those Services actually rendered and contracted for under a Services Authorization, and those reasonable and provable expenses required by any Services Authorization and actually incurred by the Consultant for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs and damages incurred by the City as a result of the default(s) of the Consultant, including all incidental and consequential fees, including attorneys' fees and expenses.

Delivery of Materials Upon Termination

If the City terminates Agreement or a Services Authorization issued pursuant to this Agreement, the Consultant shall promptly furnish the City, at no additional cost or expense, with one (1) copy of the following items ("Documents"), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda; LIDAR or GPS data; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the Consultant, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the City by the Consultant pursuant to this Agreement, or any Services Authorization. The Documents created by the Consultant under this Agreement shall be the sole property of the City, and the City shall be vested with all rights provided therein of whatever kind and however created. The Consultant shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SUSPENSION

The City has the right to suspend the Consultant's Services pursuant to any Services Authorization. However, if the City suspends the Consultant's Services pursuant to any Services Authorization, the City will issue a change order granting appropriate additional time to perform the SERVICES and compensate the Consultant for its reasonable and provable costs, profits (as agreed to by the City), and losses (including overhead costs, Reimbursable and Subconsultant

expenses incurred) associated with demobilization and remobilization, if required, caused by the Suspension.

NOTICES

All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to the Consultant hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

_____
_____
_____
_____

All notices required to be given to the City shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, to the City at:

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

A copy of such notice shall also be provided to the City of Ocoee, Department of Purchasing. Either party may change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Subsection.

CONFLICTS OF INTEREST

The Consultant represents and warrants unto the City that no officer, employee, or agent of the City has any interest, either directly or indirectly, in the business of the Consultant to be conducted hereunder. The Consultant further represents and warrants to the City that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value (Value) to any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Consultant, in consideration for or contingent upon, or resulting from the award or making of this Agreement. Further, the Consultant also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Agreement. It is absolutely understood and agreed by the Consultant that, for the breach or violation of this Subsection, the City shall have the right to terminate this Agreement without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any Value paid by the Consultant.

WAIVER OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL THE City BE LIABLE TO CONSULTANT OR TO ANY THIRD PARTY FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE; NOR SHALL THE City BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSULTANT OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONSULTANT OR BY THE CITY UNDER THIS AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THIS AGREEMENT.

MATERIALS AND DATA

All data, field notes, inspector's reports, job files, test reports, contract plans and specifications used to record as-built (or other) conditions, copies of shop drawings, construction photographs, cost control and scheduling data, computer printouts, contractor's submittals, summaries, memoranda ("Work Product"); and any and all other Work Product, documents, instruments, information, and materials prepared or accumulated by Consultant especially for the Services rendered hereunder; shall be the sole property of the City. The City may reuse the Work Product at no additional cost, and the City shall be vested with all rights of whatever kind and however created that may be in existence thereto; provided, however, that Consultant shall in no way be liable or legally responsible to anyone for the City's additional use of any Work Product on another project, and the City shall indemnify Consultant for and from any claims made against Consultant arising out of such use, except in those instances where Consultant is reemployed by the City for the reuse of any material or data described in this Section.

The City acknowledges that the Work Product is not intended for use in connection with any project or purpose other than the Project, and the purpose for which the Work Product was therefore prepared. Any use by the City of the Work Product in connection with a project or purpose other than the Project, without the prior written consent of Consultant, shall be at the City's sole risk, and Consultant shall have no responsibility or liability related thereto.

MISCELLANEOUS PROVISIONS

Non-Exclusive Contract

This Agreement is non-exclusive, and may be terminated at the City's convenience with the proper notice having been given to the Consultant pursuant to the provisions herein. It is understood and acknowledged that the rights granted herein to the Consultant are non-exclusive, and the City shall have the right, at any time, to enter into similar agreements with other engineers, architects, landscape architects, planners, consultants, contractors, subconsultants, and so forth, to have them perform such professional services as the City may desire.

Local, State and Federal Obligations

Discrimination. The Consultant, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) the Consultant shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In

the event of a breach of any of the nondiscrimination covenants described in this Subsection, the City shall have the right to terminate this Agreement, with cause, as described above.

Compliance with Law. The Consultant and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by the Consultant to its employees. The Consultant shall also require, by contract, that all Subconsultants shall comply with the provisions of this Subsection.

Licenses. The Consultant shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the Consultant to render its Services or Work as described herein. The Consultant shall also require all Subconsultants to comply by contract with the provisions of this Subsection.

Compliance With New Regulations. The Consultant agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the City or the Consultant to qualify for local, state, or federal funding for the Services to the rendered by the Consultant, then the Consultant shall consent to and make such modifications or amendments in a timely manner. If the Consultant is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the City shall have the right, by written notice to the Consultant, to terminate this Agreement for convenience. Furthermore, if the Consultant's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, or to any Services Authorization, then the City agrees, upon sufficient proof of material changes as may be presented to it by the Consultant, to amend all related City/Consultant contractual obligations, and to revise such Project budgets accordingly.

License Fee and Royalties. The Consultant agrees that any invention, design, process, product, device, proprietary system, or proprietary process for which an approval (of any type) may be necessary, shall be paid for by the City, but shall be secured by the Consultant (or, at the Consultant's direction, by the Contractor during the Consultant's construction phase services as may be memorialized in a Services Authorization) before the completion of any Services Authorization.

Consultant Not Agent of City

The Consultant is not authorized to act as the City's agent hereunder and shall have no authority, expressed or implied, to act for or bind the City hereunder, either in Consultant's relations with Subconsultants, or in any other manner whatsoever except as otherwise stated in a Services Authorization.

Subconsultants

General. The Consultant shall have the right, conditioned upon the City's prior consent (which shall not be unreasonably withheld), to employ other firms, consultants, Contractors, subconsultants, and so forth (Subconsultants); provided, however, that the Consultant shall, 1) inform the City as to what particular Services the Subconsultants shall be employed to do; 2) inform the City as to what extent (what percentage) of the total Project Services each

Subconsultant shall be employed to do; 3) be solely responsible for the performance of all of its Subconsultants, including but not limited to their maintenance of schedules, correlation of Services, or both of these things, and the resolution of all differences between them; 4) promptly terminate the use and services of any Subconsultants upon written request from the City (which may be made for the City's convenience); 5) promptly replace each such terminated Subconsultant with a Subconsultant of comparable experience and expertise; 6) cause a Subconsultant to remove any employee(s) from a Project as the City shall request (again for the City's convenience); and 7) assure that such employee(s) shall be promptly replaced by other employee(s) of comparable experience and expertise and who are otherwise acceptable to the City. After the Subconsultant has received notice of the termination, or two (2) business days after the City has notified the Consultant in writing of the required termination of the Subconsultant or the Subconsultant's employee, whichever shall occur first, the City shall have no obligation to reimburse the Consultant for the Services subsequent to the notice of termination of any Subconsultant or employee who may be terminated pursuant to the provision of this Subsection; provided, however, that the City shall reimburse the Consultant for the Consultant's reasonable and provable Subconsultant demobilization or remobilization costs, as defined in herein ("Suspension"), and reasonable and provable additional fees charged by the new Subconsultant, if any, if the City terminates a Subconsultant for convenience; and provided, further, that the Consultant shall receive no reimbursement for demobilization or remobilization costs or any additional fees or costs, if a Subconsultant is terminated for cause. It is also understood that the City does not, by accepting a Subconsultant, warrant or guarantee the reliability or effectiveness of that entity's Services.

Work Outside Scope and Time of Payment. The City shall have no obligation to reimburse the Consultant for the services of any Subconsultant that may be in addition to the Basic Services, or for those Subconsultant Services not previously made known to the City, or that are otherwise outside of the Scope of any particular Project Services Authorization, unless and until the City has given written approval of such reimbursement. The Consultant agrees to pay all such Subconsultants for their Project-related Services no later than thirty (30) calendar days after the Consultant's receipt of payment from the City for work performed by the Subconsultants, unless such payment is disputed by the Consultant, and the City receives written notice thereof.

Subconsultant Contracts. The Consultant shall provide a copy of all relevant provisions of this Agreement to all Subconsultants hired by it, or for which it may have management responsibilities as described in a Services Authorization and shall inform all Subconsultants that all Services performed hereunder shall strictly comply with the Agreement terms and provisions. The Consultant shall also furnish the City, upon demand, with a copy of all Consultant-Subconsultant contracts.

Assignment and Delegation

The City and the Consultant bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the Consultant shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written consent of the City. The City has the absolute right to withhold such consent at its convenience, and, furthermore, if the Consultant attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the City's consent, then the City may terminate this Agreement as a breach of contract by the Consultant and a

failure by the Consultant to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect. The City shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

Truth in Negotiations

The Consultant shall execute a Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof, by reference, as Exhibit I. It is agreed by the Consultant that any Project or Services Authorization price, and any additions thereto, shall be adjusted to exclude any significant sums [plus interest at twelve percent (12%) per annum simple interest on the sums, from the date of payment by the City] by which the City determines that the price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

Prohibition Against Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

Entire Agreement

This Agreement, including the Exhibits hereto, constitutes the entire Agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document.

Amendment

This Agreement may be amended or modified only by a Services Authorization, or an Amendment, and as duly authorized and executed by the parties.

Validity

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

Headings

The headings of the Sections or Subsections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

Timeliness

The City and the Consultant acknowledge and understand that time is of the essence in this Agreement, and that the Services shall be performed in as expeditious a manner as may be in accord with the nature of each Project.

Public Entity Crime

Any Person or affiliate, as defined in 287.133 of the Florida Statutes, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Subconsultant who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Subconsultant acceptable to the City.

Force Majeure

The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to a Services Authorization, such modifications to include, but not limited to the particular Services Authorization's Scope, Term, and Fee. If such conditions and circumstances do in fact occur, then the City and Consultant shall mutually agree, in writing, to the modifications to be made to any Services Authorization.

Remedies And Costs

All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity.

Dispute Resolution and Exclusive Venue

As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference.

The sole and exclusive venue for any mediation shall be in Orange County, Florida. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this Agreement or the work to be performed hereunder, shall be submitted for trial, **without a jury**, before the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. The parties consent and submit to the jurisdiction of such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. The City and Consultant expressly waive all rights to trial by jury regarding any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this contract or the work to be performed hereunder. As noted herein, the sole and exclusive venue for any litigation or other legal proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the date first written above.

ATTEST:

_____
Name:_____

ACCEPTED:

(contractor)_____

By:_____
Name:_____
Title:_____

(SEAL)

ATTEST:

_____
Name: Melanie Sibbitt
Title: City Clerk

APPROVED:

City of Ocoee, Florida

By:_____
Name: Rusty Johnson
Title: Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE City OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY this _____ day of_____ , 20__
SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON _____
UNDER AGENDA ITEM ___.

TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant hereby certifies that all wage rates, and any and all other unit costs supporting the compensation to be paid to the Consultant pursuant to a Services Authorization for the Services as set forth therein, will be accurate, complete, and current at the date of the Services Authorization's execution.

WITNESS:

BY:_____ BY:_____
Print Name:_____ Print Name:_____
Title:_____ Title:_____

STATE OF FLORIDA }

COUNTY OF _____ }

PERSONALLY APPEARED before me, the undersigned authority, _____ _____, [ ] well known to me or [ ] who has produced his/her _____ as identification, and known by me to be the _____ of the corporation named above, and acknowledged before me that he/she executed the foregoing instrument on behalf of said corporation as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 20__.

_____
NOTARY PUBLIC

_____
Print Name:_____
My Commission Expires:_____

SSMC™
SUE • SURVEY • GIS

Response to Request for Qualifications (RFQ)

RE: THE CITY OF OCOEE (RFQ) NO. 23-006 CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES

To: Olena Stokych | ostokych@ocoee.org
Due: March 7th, 2023|Electronic Submittal | https://ocoee.bonfirehub.com
Submitted By: Southeastern Surveying and Mapping Corporation
Orlando Office: 6500 All American Boulevard, Orlando Florida 32810
Point of Contact: Ryan Johnson, PSM | rjohnson@southeasternsurveying.com

Cover Letter

March 7th, 2023
1 North Bluford Avenue,
Ocoee, FL 34761

RE: THE CITY OF OCOEE REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-006 CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES

Dear Esteemed Evaluators,

Southeastern Surveying and Mapping Corporation (SSMC) is pleased to submit this letter of introduction for the Continuing Contract for Surveying and Mapping Services for the "City" of Ocoee. Our team provides a wide range of services, technical expertise, communication skills, and experience to ensure quality, efficiency, and timely responses to all services the City's team may require. SSMC has been working in the City since 1995 and has completed over 350 successful projects.

Founded in 1972, SSMC is an independent, 100% employee-owned firm. With our heavily experienced staff and abundant resources readily available from our Orlando office location, SSMC is prepared to handle aggressive schedules without compromising the quality of the final product.

The City of Ocoee has emphasized the importance of community support, efficient operations, and a flexible development environment, therefore SSMC would be an excellent choice for this contract. We understand the importance of these critical values and their impact on this Contract and the community. SSMC plans to support further economic development, growth management, and public service to emphasize the quality of life in the community. We will continue to support future endeavors and goals by leveraging Technology, rapid response times, creative thinking, and aggressive budget control to play our part in helping the City of Ocoee in achieving maximum results and enhancements in all areas of development. SSMC will bring the City's vision for future growth and planning supported by a highly efficient, dedicated, and professional team to achieve long-term sucessful approach for this Contract.

With this collaboration, the City of Ocoee can be assured that SSMC will be engaged and an active partner in achieving your goals and visions in their local community - by having a local team who lives in the community and is aware of the growth challenges. With this level of embedding, we can be exceptionally responsive to surveying, design, and planning needs. Our management team, comprised of surveying, engineering, GIS, and utility professionals, provides vast diversity and extensive experience throughout Florida and the Southeast. We're passionate about our work, and it's evident in the level of detail we put into every project and Contract. All services will be performed from our SSMC Orlando Corporate Office.

Our diverse team from different backgrounds and disciples is excited to help further advance the City's mission and development. We understand that you have a choice regarding Professional Surveying and Mapping, Subsurface Utility Engineering, and Geographic Information System service provider. We don't take this opportunity for granted, and we emphasize quality, timeliness, and budget so your projects can succeed in meeting your needs and expectations. Our personalized touch, the big heart of a small local company, and large firm's resources embody our vision every day "To be recognized as the unparalleled market leader in providing superior service, solution, and value."

Sincerely,

Thomas K. Mead, PSM, PLS | President | Principal in Charge
tmead@southeasternsurveying.com | 850.220.661 | Fax 407.292.0141
6500 All American Boulevard Orlando, Florida 32810

Table of Contents

Cover Letter 1

I. Firms Qualifications: ***3***

a) List of the firm's relevant employees that would be assigned to this contract, their qualifications, and their role in the City services. 5

b) Provide copies of firm's and employee's certifications and registrations with regulatory agencies, professional organizations, etc. 6

c) List firm's sub-consultants that would be assigned to this contract, their qualifications, and their role in this project. 10

d) List of firm's current or recently completed similar services within the past three (3) years with other public or private agencies. Include the original contract price, final cost, and reason for overages if applicable. 13

e) Demonstrate the ability to deliver projects on time and within budget. 15

f) List and quantity of firm's (and firm's sub-consultants' if applicable) equipment including survey instruments, computers, plotters, vehicles, etc. 19

g) List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address. 20

II. Firm's Office Location & Other Forms ***21***

a) List the location of all offices (firm and sub-consultants) involved with this project and the approximate distance (in miles) and time (in hours) to City Hall. 21

b) Include copy of M/WBE Certification for the Respondent. Partial points will not be awarded for M/WBE sub-consultants. 22

c) Conflict of Interest Disclosure form 23

d) Company Information/Signature Sheet 24

e) Drug-Free Workplace form 25

f) Receipt of any addenda issued, see Section J. 26

g) Summary of Litigation 27

I. Firms Qualifications:

Our staff of over 200 personnel includes: 18 licensed Professional Surveyors and Mappers, one (1) Professional Engineer, 48 nationally Certified Survey Technicians (CST), two (2) Engineers in Training (EI), five (5) internationally Certified GIS Professionals, five (5) licensed unmanned aerial vehicle (UAV) pilots, and dozens of highly experienced surveyors, computer-aided design (CADD), and GIS technicians. To maintain our commitment to meeting our customers' needs, SSMC has worked to develop highly innovative and customized solutions for numerous municipal, public transportation, private development, and infrastructure improvement projects. SSMC uses state-of-the-art equipment, cutting-edge software, and unparalleled processes to drive results at the forefront of technology.

SSMC has decades of experience providing services to a variety of both public and private entities throughout our **nine offices throughout Central Florida, North Florida, and Alabama**.

SSMC has decades of experience providing services to a variety of both public and private entities throughout Florida and at all levels of government. We regularly perform work under Continuing Surveying Services Contracts for cities, municipalities, counties, school districts, water management districts/utility authorities, and state agencies. The list below provides a snapshot of our current and past city and county government contracts listings relevant to this RFQ.

Cities/Municipalities

City of Altamonte Springs
City of Apopka
City of Atlantic Beach
City of Belle Isle
City of Bonifay
City of Bunnell
City of Callaway
City of Cape Canaveral
City of Casselberry
City of Chipley
City of Clermont
City of Cocoa
City of Daytona Beach
City of Edgewater
City of Eustis
City of Flagler Beach
City of Groveland
City of Gulfport
City of Holly Hill
City of Jacksonville
City of Kissimmee
City of Lake Mary
City of Lakeland
City of Largo
City of Leesburg
City of Longwood
City of Maitland
City of Mascotte
City of Melbourne
City of Mount Dora
City of New Smyrna Beach
City of North Port
City of Ocala
City of Ocoee
City of Orange City
City of Orlando
City of Oviedo
City of Palm Bay
City of Panama City
City of Plant City
City of Port Orange
City of Sanford
City of St. Augustine
City of St. Cloud
City of St. Petersburg
City of Tallahassee
City of Tampa
City of Tavares
City of West Melbourne
City of Winter Garden
City of Winter Park
City of Winter Springs
Tampa Housing Authority
Town of Astatula
Town of Esto
Town of Montverde
FDOT District 2
FDEP
Jacksonville International Airport
Jacksonville Electric Authority (JEA)

Counties

Bay County
Brevard County
Citrus County
Flagler County
Hernando County
Highlands County
Hillsborough County
Indian River County
Jackson County
Lake County
Orange County
Osceola County
Pasco County
Pinellas County
Polk County
Seminole County
St. Johns County
Sumter County
Volusia County

Specific Professional Services Offered by SSMC

SSMC offers Professional Surveying and Mapping, Subsurface Utility Engineering (SUE), and Geographic Information Systems (GIS) services. SSMC performs thousands of projects throughout Florida each year that are directly in line with the City of Ocoee's RFQ. Many of these projects are performed through our over 50 City and County contracts Statewide.

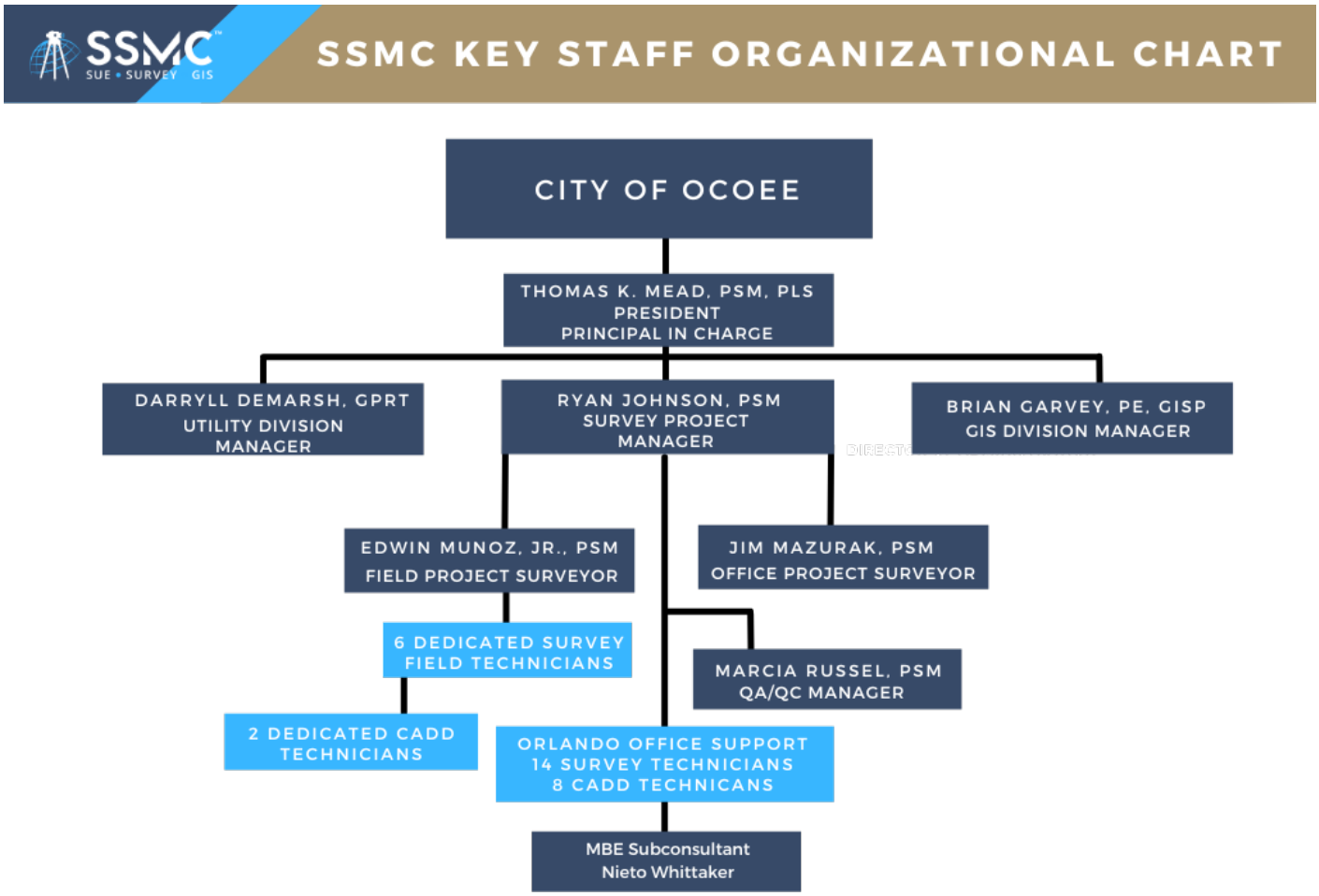
SSMC understands the types of projects for which the City seeks consulting services include, but are not limited to: horizontal and vertical surveys, parcel surveys, roadway or utility alignment surveys, as-built surveys, boundary surveys, topographic surveys, hydrographic surveys, construction layout surveys, special purpose surveys, plat reviews, sketches and legal descriptions, GPS technology, soft dig services, and collection and analysis of data, and a variety of surveying and mapping services.

The SSMC team has many years of experience and the knowledge in developing and improving solid workflows to leverage our full toolkit including Mobile LiDAR, Terrestrial LiDAR, and Aerial Drone data-capturing techniques along with traditional methods. Utilizing our knowledge and experience, we carefully select the best tools, personnel, and workflow that will provide the most accurate and quality-driven solution to the City's projects.

The SSMC team has recently completed all these types of projects throughout Florida, for numerous Clients. Some of these projects were large-scale and very challenging, and some were in small areas and were straightforward. For water main, sanitary sewer, roadway, and drainage improvement projects, our Survey and Subsurface Utility divisions worked seamlessly together on these projects to provide services and expertise. The divisions coordinated these projects to create a solid and successful workflow in providing the needed surface data and Triangulated Interpolated Network (TIN) Surface Modeling along with a clear utility location. Because of this inter-departmental cooperation, the projects were completed with minimal utility impacts experienced.

In all cases, the City's final deliverables will be reviewed for accuracy, quality, and conformance by our independent QA/QC Manager, Marcia Russell, PSM, and can be delivered in many formats such as Autodesk Civil 3D, Bentley MicroStation, AutoDesk Land Desktop, Bentley OpenRoads, ESRI ArcGIS and many more.

a) **List of the firm's relevant employees that would be assigned to this contract, their qualifications, and their role in the City services.**



See Resumes of Key staff on the following pages:

Thomas K. Mead, PSM, PLS

1996 Florida Registration #5624
2011 Alabama Registration #32373

Education

- Valencia College
- Continuing Education Training for Geoplane
- Continuing Education License Requirements

Organizations

- Florida Surveying and Mapping Society
- Urban and Region Informational Systems Association
- Florida Global Satellite Systems Users Chipola Work Force Board Member
- Education Enhancement Instructor for Junior Achievement Chipley High School

Employment

Southeastern Surveying and Mapping Corporation **Florida**
President | Principal in Charge **1988- Present**

Thom has over 38 years of surveying and mapping experience and is responsible for project coordination and scheduling personnel for a variety of state, federal, and private survey projects. Thom was licensed in 1996 and since has worked extensively in all aspects of surveying and mapping services Right-of-Way surveys, Horizontal and Vertical Geodetic Control surveys, Canal and Levee Cross Sections and Profiles, Boundary surveys, Topographic surveys, Specific Purpose surveys, Hydrographic/Bathymetric surveys (Multi-Beam), As-built/Record surveys, Construction Layout surveys, Quantity surveys, Laser Scanning surveys, Field reconnaissance, Professional surveying and mapping review services, GIS (geographic information systems) services, Aerial Photogrammetry, Light Detection and Ranging (LiDAR), Unmanned Aerial Vehicles (UAV) services, and Sub-Surface Utility Locates (SUE). Additionally, Thom has provided leadership in areas of Mobile and Terrestrial LiDAR techniques, processes, and products. **As Principal, Thom's role will be to make sure all resources, equipment, and personnel are available for all tasks assigned.**

Relevant Project Experience

Silver Start Rd. & Lake Johio Road – Ocoee
Orange County, Florida

The purpose of this project was to provide Utility Designation with a Utility Location Survey. SSMC horizontally located and field marked all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation from the back of the curb. This right-of-way went 25 feet in all directions in 8 locations. Additionally, we located all utility data using GPS equipment.

Kelly Park Road: Survey, Geotech, and Signal Design Golden Gem to Jason Dwelley Parkway
Orange County, Florida

The purpose of this project was to provide a Topographic Survey, Right-of-Way (ROW) Mapping Survey, and Utility Designation. SSMC located all improvements and utilities, as evidenced by above ground features. Obtained spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours shown on the final drawing. We established a minimum of two (2) site benchmarks, and horizontal control. SSMC performed cross-sections at 50-foot intervals, and established a baseline of survey with sufficient horizontal control within the existing right-of-way. Topographic coverage was provided and shown on limits of Survey exhibit. SSMC established Right-of-Way Lines, based on a combination of sectional monumentation, existing right-of-way monumentation and a review of parcel descriptions as found on the Orange County Property Appraisers Site. Subsurface Utility Designation included horizontally locating and field marking all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation full right-of-way of Kelly Park Road from Golden Gem Road to Jason Dwelley Parkway. Extending approximately 700 feet beyond the intersection of Golden Gem Road to the west and approximately 700 feet beyond the intersection of Jason Dwelley Parkway to the east. Also, including the full right-of-way extending 700' on each adjoining roadway.

Ryan E. Johnson, PSM

2017 Florida Registration #7130

Education

- Bachelors of Science in Geomatics, UF
- Associates of Arts in General Studies, Valencia
- Associates in Science in Civil Survey, Valencia

Organizations

- Central Florida Chapter of the Florida Surveying & Mapping Society-Director (2018-2019)
- National Society of Professional Surveyors
- Florida Surveying and Mapping Society
- Florida Global Navigation Satellite Systems

Employment

Southeastern Surveying and Mapping Corporation **Florida**
Project Manager **2004-Present**

Ryan has over 18 years of surveying and mapping experience. He is responsible for topographic surveys, boundary surveys, right-of-way (R/W) mapping, route surveys, and sketches / legal descriptions for various public and private clients. His duties include researching surrounding plats, surveys, tax maps and public records, processing raw field data from data collection instruments to drawing files to be edited by Computer Aided Design and Drafting (CADD) technicians, calculation of areas of taking and remainder, and boundary closing and plotting survey data from legal descriptions and drawings into all electronic file formats. **Ryan's role as the Project manager is to be the single point of contact and he will manage all aspects of every assigned task while taking full responsibility and accountability for deliver a high quality product on-time and within the budget.**

Relevant Project Experience

Bulova Pond Drainage Improvements
Orange County, Fl

The purpose of this project was to provide a Boundary Survey, and Topographic Survey. SSMC established the location of all boundary corners and reset any missing corners of three parcels. The title work was reviewed, and all improvements and utilities were located, as evidenced by above ground features. All trees were located on site as well as obtaining spot elevations on natural ground, pond bottom, and existing improvements suitable for interpolation of one-foot contours shown on the final drawing. SSMC established benchmarks, and provided topographic coverage to Lots 17 and 18. We completed the project by locating and detailing the offsite storm drainage system extending north and South along Bulova Drive to the end of each line.

LF Roper Parkway and Capitol Court Drainage Design Topographic Survey
Orange County, Fl

The purpose of this project was to provide a Topographic Survey. SSMC located all improvements and utilities, as evidenced by above ground features. Spot elevations were obtained on natural ground, and existing improvements suitable for interpolation of one-foot contours shown on the final drawing. Topographic coverage was provided to the full width of the 70-foot-wide drainage easements and adjacent road right-of-way.

Greenwood Cemetery Boundary and Replat #19-352
Orange County, Fl

The purpose of this project was to provide a Boundary Survey, Cemetery Mapping Survey, Survey Plat Review, and GIS Address Mapping. SSMC performed the field work to obtain plat calculations to include ties to GIS control. The Title Report was reviewed and a Boundary Survey was prepared. With the necessary calculations for the proposed lots, rights -of-way, and easements. The plat contained approximately 573 of the individual spaces (gravesites) to be defined. SSMC performed the necessary drafting of the proposed lots, easements, and initial setting of all PRM's, PCP's, and lot corners. Deliverables consisted of the following: 3 Signed and Sealed Boundary Surveys, Mylar for Subdivision Plat, AutoCAD Dwg File, PDF file of the Survey and Plat, Electronic Copies of All Field Notes, Plats, Deeds and Downloaded files, GIS Geodatabase of all the created lots, and Photographs of the existing Site Conditions.

Edwin Munoz, Jr. PSM

2020 Florida Registration #7288

Education

- Geomatics Certificate, University of Florida
- Bachelors of Arts in Business Administration University of Central Florida
- Associates in Science in Drafting and Design Technology, Eastern Florida State College
- Continuing Education for Licensing Requirements

Organizations

- Central Florida Chapter of the Florida Surveying and Mapping Society
- National Society of Professional Surveyors
- Florida Surveying and Mapping Society

Employment

Southeastern Surveying and Mapping Corporation **Florida**
Field Project Surveyor **2017-Present**

Edwin has 11 years of Professional Surveying and Mapping Experience. In addition, he has served as a Project Manager on Continuing Surveying and Mapping Services Contracts for Educational Facilities. The task associated with these contracts are but are not limited to, Topographic Surveys, Boundary Surveys, American Land Title Association/American Congress of Survey and Mapping, Boundary Surveys, As-Built Surveys, Construction Layouts, Control Surveys, Hydrographic Surveys, Wetland Delineation Surveys, Quantity Surveys, Land Platting, and other Special Purpose Surveys. **As the Field Project Surveyor, Edwin will assist Ryan with all field related activities relative to the resources, staff and hands on management that are required to deliver a quality product on time and within budget.**

Relevant Project Experience

Lake Anderson Phase 2 Evaluation - FFE Survey and Mapping Update
Orange County, Fl

The purpose of this project was to provide a Topographic Survey and Survey Elevation Certificate. SSMC established horizontal and vertical control, and obtained the finished floor elevations of each dwelling at approximately 66 structures. In addition to the field effort, we obtained vertical data on all floors (Garage\Carports) that are lower to the main floor of dwelling. We densified Vertical Control by performing a closed Level Circuit and set 14 Permanent Benchmarks to be adjusted to determine Final Vertical Values. SSMC conducted desktop research to identify existing County easements between Lake Tennessee and Lake Condel. Confirmed the location of culvert between Lake Tennessee and Lake Condel shown on the Easement figure, and prepared a Legal description and sketch for identified easement needs. For the Elevation Certificate we obtained the necessary vertical information and delivered the signed and sealed certificate.

Rocking Horse Road Drainage Outfall Design
Orange County, Fl

The purpose of this project was to provide a Topographic Survey. SSMC established horizontal and vertical control. Confirmed the South and East property limits associated with 5517 Rocking Horse Road. Located vertically and horizontally six (6) GEC borings within the Rocking Horse Road right-of-way, and wetland flags between the East property line and the Little Econ River. Furthermore, depicting the attached easement documents on the updated SSMC Survey Drawings. The final product was three (3) certified prints, and an electronic files.

Vineland Avenue Widening
Orange County, Fl

The purpose of this project was to provide a Right-of-Way (ROW) Mapping Survey, and a Survey Sketch and/or Legal Description. SSMC surveyed the entire project area and prepare a Map of Survey at a scale of 1" =40' on 11 inches x 17 inches. We reviewed the title work provided and addressed the supplemental surveys and investigations. The size, location and the dimensions of each parent tracts, parcel and property interest was determined. Finally, SSMC prepared legal descriptions and parcel sketches for each parcel as necessary.

James E. Mazurak PSM
2002 Florida Registration #6377

Education

- University of Central Florida Computer Studies
- Valencia Community College Softdesk Survey Cogo Training
- Continuing Education for Licensing Requirements

Organizations

- Central Florida Chapter of the Florida Surveying & Mapping Society-Director
- National Society of Professional Surveyors
- Florida Surveying and Mapping Society

Employment

Southeastern Surveying and Mapping Corporation **Florida**
Office Project Surveyor **2008-Present**

James has over 49 years of Professional Surveying and Mapping experience. He is responsible for research, reconnaissance, coordination, estimation, and scheduling for a variety of projects for both public and private sectors. As QA/QC Manager, James manages project resources, progress, completion time frames, and budget. He has extensive experience in right-of-way (R/W) analysis and the production of R/W maps, parcel sketches/descriptions, maintenance maps, ID maps, and control surveys for various counties and the Florida Department of Transportation. Some of the area's largest eminent domain firms have relied on the professional judgment of James and he has been involved in numerous eminent domain cases as the acquiring jurisdiction's professional surveyor. **As the Office Project Surveyor, James will assist Ryan with all office related activities relative to the resources, staff and hands on management that are required to deliver a quality product on time and within budget.**

Relevant Project Experience

City of Ocoee Cemetery
Orange County, Florida

The purpose of this project was to provide a Boundary Survey with Utility Designation. SSMC established the location of all boundary corners and reset any missing corners. We located all improvements and utilities, as evidenced by above ground features. Reviewed initial Title Commitment as provided to address record easements or servitudes and covenants within the subject boundaries with respect to physical location of any land description therein. The Boundary Survey was combined of two (2) parcels. SSMC also performed Subsurface Utility Designation and Marking of Utility Lines during the design phase using electronic equipment and ground penetrating radar (GPR).

1401 Duskin Avenue, Orlando-ALTA Survey
Orange County, Florida

The purpose of this project was to provide a Boundary and Topographic Survey. SSMC established the location of all boundary corners and resetting any missing corners. Located all improvements and utilities as evidenced by above-ground features. We indicated entities for certification as provided, and included by the Client, and reviewed initial Title Commitment to address record easements or servitudes and covenants within the subject boundaries concerning the physical location of any land description. The Topographic Survey included locating all utilities, as evidenced by above ground features, and obtaining spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours shown on the final drawing, and established benchmarks. Topographic coverage was provided to the subject property, with locations of trees, wetlands, and souk borings.

Marcia E. Russell, PSM

Senior Land Surveyor

Education

- Valencia Community College

Employment

Southeastern Surveying and Mapping Corporation — **Florida**
QA/QC Manager — **2021-Present**
1983-2008

Marcia has over 39 years of Professional Surveying and Mapping experience. She is responsible for research, reconnaissance, coordination, estimation, and scheduling for a variety of projects for both public and private sectors. As QA/QC Manager, Marcia manages project resources, progress, completion time frames, and budget. She has extensive experience in right-of-way (R/W) analysis and the production of R/W maps, parcel sketches/descriptions, maintenance maps, ID maps, and control surveys for various counties and the Florida Department of Transportation. **Marica's commitment is to provide a continuous, comprehensive, independent, and in-depth review of all assigned projects with specific review of all data, for arrangement, intelligence, and quality to ensure a comprehensive and exact representation to the scope and existing conditions prior to delivery.**

Relevant Project Experience

Hamlin Groves Trail Force Main Parks Horizon West Regional Park
Orange County, Fl

The purpose of this project was to provide a Topographic Survey with Utility Designation. SSMC located all improvements and utilities, as evidenced by above ground features. Obtained spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours shown on the final drawing. SSMC established site benchmarks, and provided Topographic coverage. For Utility Designation we horizontally located and field marked all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation for half of the right-of-way.

Parks Clarcona Park Lift Station and Electric Upgrades
Orange County, Fl

The purpose of this project was to provide a Boundary Survey with a Survey Sketch and/or Legal Description. SSMC established the location of all boundary corners and reset any missing corners. Located any improvements within the immediate vicinity of the boundary line. Prepared a Boundary Survey for the fifty-foot (50') easement area. For the Sketch & Description, we prepared one (1) description of the fifty-foot (50') easement area, and one (1) sketch of the same, suitable for recording in the Public Records of Orange County, Florida.

Parks Bentonshire Park
Orange County, Fl

The purpose of this project was to provide a Boundary AND Topographic Survey. SSMC established the location of all boundary corners and reset any missing corners. Located all improvements and utilities, as evidenced by above ground features. SSMC obtained spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours shown on the final drawing. Established site benchmarks, and provided Topographic coverage will be limited to the parcel plus to the centerline of the adjoining roads (east and west) and 25 feet onto Parcel: 25-23-27-0000-00-017. Trees 8-inch diameter and larger were located, along with wetlands and soil borings.

Brian Garvey, PE, GISP

1997 Florida Registration #39479
2015 Geographic Information Systems #91332

Education

- University of Central Florida, Master of Science, Computer Engineering (1986); Georgia Institute of Technology, Bachelor of Civil Engineering (1983)

Organizations

- Member of the Florida Engineering Society; Member of the American Society of Civil Engineers
- Member of the American Society of Civil Engineers
- Member of the Florida Global Navigation Satellite Systems (GNSS) Users Group
- Associate Member of the Central Florida Chapter of the Florida Surveying and Mapping Society
- Associate Member of the Volusia Chapter of the Florida Surveying and Mapping Society
- Member of the Florida Chapter or the Urban and Regional Information Systems Association

Employment

Southeastern Surveying and Mapping Corporation **Florida**
Vice President | GIS Division Manager **2000-Present**

Brian has 39 years of Geographic Information Systems (GIS) experience. Brian is responsible for all aspects of GIS Database Design and Development, as well as GPS Asset Inventories. Brian was responsible for the development of the company's Pavement Inventory and Condition Assessment program, as well as management of all software development, instructional training, and GIS technical support for client firms **Brian commits to ensuring a consistent quality GIS product, having the available resources and equipment needed to complete any GIS-related task on your project, and delivering on time and within budget.**

Relevant Project Experience

MSBU Pond Inventory Mapping Phase 15
Orange County, Fl

The purpose of this Project was to provide Orange County with GIS Stormwater Asset Inventory Mapping and Condition Assessment, and a Stormwater / Drainage Structure Survey. SSMC performed field and office tasks to obtain horizontal dimensional data so that constructed improvements may be located and delineated to enable the total area and mowable area to be calculated for each pond. Performed a boundary investigation and location of boundary control to enable the depiction of the approximate boundary lines on the final digital drawing. Located the horizontal position of the top of bank, the toe of slope, woody vegetation lines, significant trees, misc. features affecting mowing & maintenance and the water's edge dated, and reflected on the final reports. Located all structures, fences/gates, and driveways to each pond and reflect on the final pond sketch. Prepared a vicinity map and reflect on the final digital drawing. Took a photograph of each pond and individual stormwater structures and create a digital file as a part of the final product. Using collected field information, SSMC calculated the pond site total area, mowable area, water area and prepared a summary report showing all maps, and pertinent information. Determined the sub-meter accuracy, state plane horizontal coordinate values for each pond site, to reflect on the final drawing to insure ease of entry into the Orange County GIS System. Inventory all stormwater facilities within the pond site and collect vertical elevations including structure top elevations, weir and overflow elevations, and pipe invert elevations using RTK GPS.

Rocking Horse Road Outfall Design
Orange County, Fl

The purpose of this project was to provide GIS Custom Mapping services. SSMC produced and maintained cartographic exhibits. Researched and downloaded all available public data, and provided Data migration and transfer services. Field data collection including Data analysis with geoprocessing results.

Orlando Drainwell Verification 2021
Orange County, Fl

The purpose of this project was to provide a GIS Stormwater Asset Inventory Mapping and Condition Assessment. SSMC expanded investigation criteria for drain well inspection. Extended search areas to verify Hartman reports and record research.

Darryll E. DeMarsh, GPRT

Education

- Liberal Arts, Dutchess Community College
- FDOT Training
- GPRT

Organizations

- Sunshine State One Call
- Florida Utilities Coordinating Committee
- Central Florida Chapter of the Florida Surveying and Mapping Society
- American Public Works Association
- American Society of Civil Engineers, East Central Branch
- Utility Engineering and Survey Institute (UESI)

Employment

Southeastern Surveying and Mapping Corporation **Florida**
Vice President | Utility Division Manager **1999-Present**

Darryll has 28 years of subsurface utility engineering (SUE) experience. Darryll is responsible for coordinating, estimating, managing and administering utility projects for design, conflict verification and relocation. SSMC's SUE division services include utility designation and location, ground penetrating radar (GPR), vacuum excavation, concrete imaging, and materials thickness testing (ultrasonic testing). **As Utility Division Manager, Darryll will ensure any task assignments that involve sub-surface utility engineering are completed on time and within the agreed-upon budget.**

Relevant Project Experience

Design of Clarke Road Force Main Relocation
Orange County, FL
The purpose of this project was to provide Utility Location Survey with Utility Designation. SSMC horizontally located and field marked all public subsurface utility mains found within seven different areas. All utility data was located using GPS.

Silver Start Rd. & Lake Johio Road – Ocoee
Orange County, FL
The purpose of this project was to provide Utility Location Survey with Utility Designation. SSMC horizontally located and field marked all public subsurface utility mains found from back of curb to back of apparent right-of-way going 25 feet in all directions within eight different areas. All utility data was located using GPS.

Innovation Way Extension from Wewahootee Road to John Wycliffe Boulevard
Orange County, FL
The purpose of this project was to provide a Design Survey, Right-of-Way (R/W) Mapping Survey, Topographic Survey, Utility Designation, and Utility Verification (Test Holes). SSMC performed a Topographic and Right of Way Mapping Surveys for the proposed Innovation Way extension lying in Sections 3 and 10, Township 24 Township 24 South, Range 31 East, Orange County, Florida. The Surveys included horizontal and vertical control surveys and topographic surveys of the roadway alignment and adjacent areas and retention ponds, mitigation areas, wetland, jurisdictional limits. Permanent benchmarks were set outside the limits of construction. The location of benchmarks were approximately 600 feet apart and coordinated with the design. SSMC prepared a Survey Control Sheet(s) that identified and showed the location and type of all horizontal control points, reference points (three (3) outside of proposed right-of-way limits) and benchmarks. Legal descriptions and parcel sketches were prepared as necessary. As for Subsurface Utility Designation and Verification, SSMC horizontally located and field marked all public subsurface utility mains found, and exposed the subject utilities by using non-destructive vacuum excavation methods at thirty-two (32) specific locations. We determined the vertical and horizontal position of the subject utilities and recorded the information. Any concrete removed was repaired using like materials, and each test hole was tied to a minimum of three visible physical features to enable this data added to the base map to enable future recovery.

b) Provide copies of firm's and employee's certifications and registrations with regulatory agencies, professional organizations, etc.

Firm License

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB2108**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 ALL AMERICAN BOULEVARD
ORLANDO, FL 32810-4350

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

SSMC's Orlando Office Business Tax Receipt:

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.**

2022 **EXPIRES 9/30/2023** 3009-0965807

3009 LAND SURVEYOR $30.00 | 5000 BUSINESS OFFICE $50.00 110 EMPLOYEES

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

TOTAL TAX $80.00
PREVIOUSLY PAID $80.00
TOTAL DUE $0.00

KRICK GARY

SOUTHEASTERN SURVEYING & MAPPING CORPORA
KRICK GARY
6500 ALL AMERICAN BLVD
ORLANDO FL 32810-4350

6500 ALL AMERICAN BLVD
U - ORLANDO, 32810

PAID: $80.00 0099-01073001 8/22/2022

This receipt is official when validated by the Tax Collector.

Thomas K. Mead, PSM, PLS

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS5624
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

THOMAS KNOX MEAD
6500 ALL AMERICAN BLVD
ORLANDO, FL 32810

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Ryan Johnson, PSM

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS7130
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

RYAN E JOHNSON
221 EDGEWOOD DR
CLERMONT, FL 34711-2413

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Edwin Munoz, PSM

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS7288
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

EDWIN MUNOZ JR.
5682 WESTERN SUN DR
SAINT CLOUD, FL 34771-7492

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

James Mazurak, PSM

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6377
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

JAMES E MAZURAK
2487 DRESDEN TRL
APOPKA, FL 32712-4066

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Bill Rowe, PSM

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS5225
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

WILLIAM C ROWE
246 VIA RUSSO LN
LAKE MARY, FL 32746-1540

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Darryll Demarsh, GPRT

Sensors & Software Inc.

hereby certifies that

Darryll DeMarsh

has successfully completed the Conquest™ Short Course

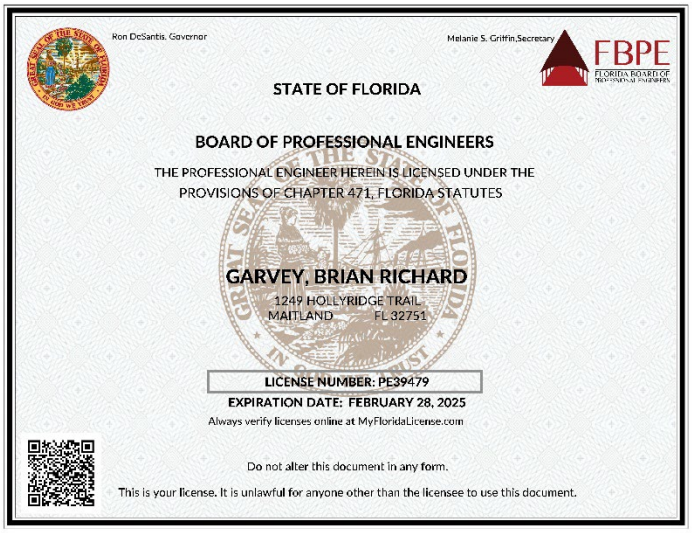
on Ground Penetrating Radar

presented on March 1st, 2005 in Orlando, Florida.

Troy De Souza, B.Sc.
Applications Specialist

Greg B. Johnson, B.Sc.
Director of Training Services

Brian Garvey, PE, GISP



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

GARVEY, BRIAN RICHARD
1249 HOLLYRIDGE TRAIL
MAITLAND FL 32751

LICENSE NUMBER: PE39479
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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.

GIS Certification Institute

This certifies that

Brian R Garvey

has met the standards for ethical conduct and professional practice as established by the GIS Certification Institute for recognition as a

Certified Geographic Information Systems (GIS) Professional (GISP)

and is therefore entitled to all the rights and privileges thereunder.

This grant of certification shall expire or be deemed inactive on 6/25/2023 unless, by that date, the individual shall have successfully completed recertification.

Certification Number 31332 Date of Initial Certification 6/25/2015

Martin Roche, GISP
GISCI President

Bill Hodge, GISP
GISCI Executive Director

c) List firm's sub-consultants that would be assigned to this contract, their qualifications, and their role in this project.

Nieto - Whittaker will be responsible for providing survey support services to supplement SSMC's field staff as needed.

Nieto-Whittaker Surveying LLC.

1728 N. Ronald Reagan Blvd
Longwood, Fl. 32750
Office: 407-636-8460
LB No. 7744
ralph@nietowhittakersurveying.com

Ralph A. Nieto Owner/Office Manager/Project Surveyor
ralph@nietowhittakersurveying.com

Experience

Having over 35 years of experience on a variety of different projects, Ralph has served as Project Manager, Senior Surveyor, Assistant Director and Director of Surveying for Civil Engineering/Survey firms having multiple offices covering Florida. He has been involved at all stages of surveying from field to finish in commercial, residential, industrial and governmental projects. His experience includes surveying roads and rights-of-way for municipal projects as well as meeting the needs of civil engineering firms involved in land development. He has produced numerous plats, record condominiums and ALTA/NSPS Land Title surveys. He has reviewed plats for the cities of Apopka, Sanford, Oviedo, Lake Alfred and Ormond Beach. Ralph has experience in employing the use of the latest technology in survey equipment including RTK GPS systems and High-Density Laser Scanning to bring in projects on time and within budgets. As a co-founder of Nieto-Whittaker Surveying LLC, Ralph is using his background and skills to build a company for the future. A.A. Degree, Seminole State College. FSMS since 1998, officer of local chapter since 2005. Hispanic Business Chamber of Commerce since 2009.

Brian Spiess Project Manager
Brian@nietowhittakersurveying.com

Experience

Brian is a CST Level 3 with 29 years of survey experience. He has had extensive experience in overseeing numerous surveys of many types such as utility as-builts, subdivision, jurisdictional, OHWL, MHWL, Wetlands, coastal construction, control lines, Boundary and Topographic Surveys, including ALTA/NSPS, for both commercial, residential, and municipal projects. Brian has worked on Route Surveys for both design and construction of our major projects and extensive construction layout for major area developments. A.A. Degree, Seminole State College.

Dhanushka Nilanga Gedara Survey Tech
Dhanushka@nietowhittakersurveying.com

Experience

CST Level 1- Survey Tech with 3 years of local survey experience and 2 years civil engineering experience overseas. He has earned degrees in Civil Engineering (Pearson UK, 2015), Quantity Surveying and Construction Management (Sheffield Hallam University, UK, 2019), AS Degree Advanced Design and Drafting (Seminole State College, 2019), BS Engineering Technology-Production and Design (SSC 2022)

Firm License

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7744**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

NIETO WHITTAKER SURVEYING LLC
1728 N RONALD REAGAN BLVD
LONGWOOD, FL 32750-3409

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Business Tax Receipt

BUSINESS TAX RECEIPT

CITY OF LONGWOOD
174 W CHURCH AVE
LONGWOOD, FL 32750

2022-2023

Phone: 407-260-3442
http://www.longwoodfl.org

Receipt #: 22-01031 **Issued Date:** 09/26/2022
Effective Date: 10/01/2022 **Expiration Date:** 09/30/2023
License Type: SERVICES (PERSONAL & BUSINESS)

Business Name: NIETO WHITTAKER SURVEYING LLC
Business Location: 1728 N RONALD REAGAN BLVD
NIETO, RALPH
1728 N RONALD REAGAN BLVD

LONGWOOD, FL 32750

CITY OF LONGWOOD FLORIDA IN SEMINOLE COUNTY SEAL

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS LOCATION.

Ralph A. Nieto

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6025**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

RALPH A NIETO
562 W SPRINGTREE WAY
LAKE MARY, FL 32746-6007

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

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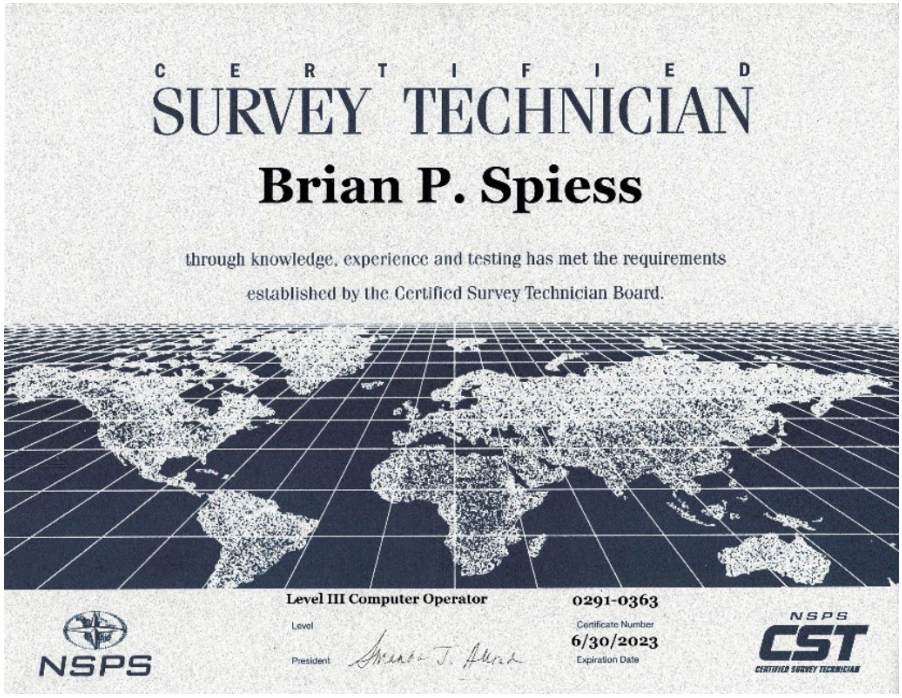
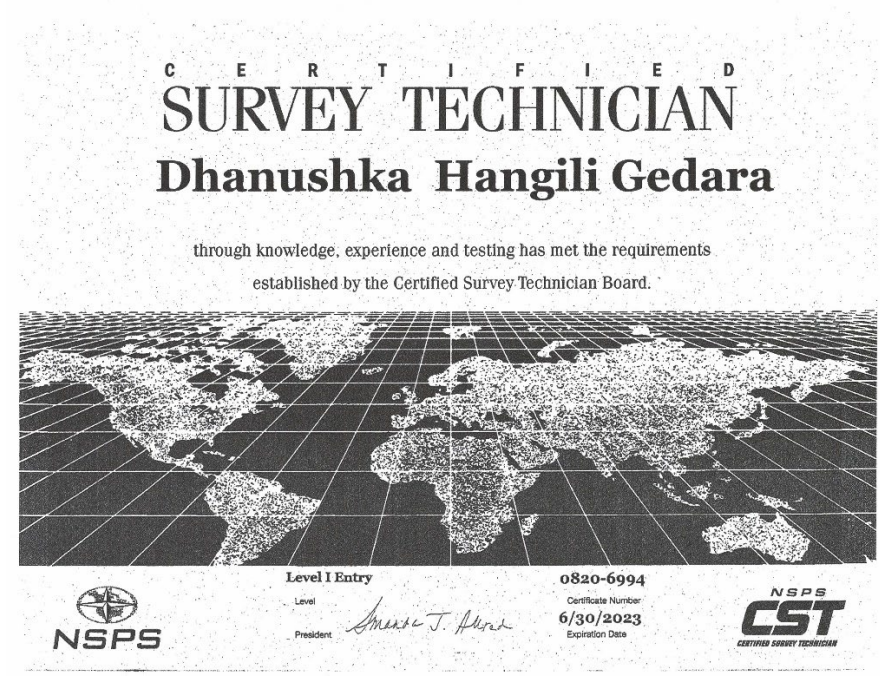
Brian Spiess


CERTIFIED
SURVEY TECHNICIAN
Brian P. Spiess
through knowledge, experience and testing has met the requirements
established by the Certified Survey Technician Board.
Level III Computer Operator
Level
President
0291-0363
Certificate Number
6/30/2023
Expiration Date
NSPS
NSPS CST CERTIFIED SURVEY TECHNICIAN

Dhanushka Nilanga Gedara


CERTIFIED
SURVEY TECHNICIAN
Dhanushka Hangili Gedara
through knowledge, experience and testing has met the requirements
established by the Certified Survey Technician Board.
Level I Entry
Level
President
0820-6994
Certificate Number
6/30/2023
Expiration Date
NSPS
NSPS CST CERTIFIED SURVEY TECHNICIAN

d) List of firm's current or recently completed similar services within the past three (3) years with other public or private agencies. Include the original contract price, final cost, and reason for overages if applicable.

SSMC has a proven track record of delivering projects within and under the project budget. Below is a sampling of our recent project experience within the City of Ocoee.

PROJECT #1	
Project Title	Benchmarks at Spring Lake – Silver Glen Park
Project Owner	City of Ocoee
Original Contract Price	$2,535.50
Final Cost	$1,809.75
Reason for overages	N/A (Under Budget)
Service Provided	Control Survey
Key staff on Project	Thomas K. Mead, PSM, PLS | President | Principal in Charge Ryan Johnson, PSM | Project Manager

PROJECT #2	
Project Title	Arden Park North Phase 6 1st Plat Review (LS-2021-004)
Project Owner	City of Ocoee
Original Contract Price	$2,411.50
Final Cost	$2,411.50
Reason for overages	N/A
Service Provided	Survey Plat Review
Key staff on Project	Thomas K. Mead, PSM, PLS | President | Principal in Charge Ryan Johnson, PSM | Project Manager

PROJECT #3	
Project Title	City of Ocoee Cemetery
Project Owner	City of Ocoee
Original Contract Price	$9,610.00
Final Cost	$9,610.00
Reason for overages	N/A
Service Provided	Topographic Survey
Key staff on Project	Thomas K. Mead, PSM, PLS | President | Principal in Charge Jim Mazurak, PSM | Project Surveyor

PROJECT #4	
Project Title	City of Ocoee's Staff Gauges Bennet, Peach, Moxie, Starke, Johio, and Lake Olympia
Project Owner	City of Ocoee
Original Contract Price	$14,910.00
Final Cost	$14,910.00
Reason for overages	N/A
Service Provided	Topographic Survey
Key staff on Project	Thomas K. Mead, PSM, PLS | President | Principal in Charge Ryan Johnson, PSM | Project Manager

PROJECT #5	
Project Title	LF Roper Parkway and Capitol Court Drainage Design Topographic Survey (2020)
Project Owner	City of Ocoee
Original Contract Price	$5,998.00
Final Cost	$5,998.00
Reason for overages	N/A
Service Provided	Stormwater / Drainage Structure Survey
Key staff on Project	Thomas K. Mead, PSM, PLS | President | Principal in Charge Ryan Johnson, PSM | Project Manager

PROJECT #6	
Project Title	Thornebrooke Drive Ditch
Project Owner	City of Ocoee
Original Contract Price	$4,535.50
Final Cost	$4,535.50
Reason for overages	N/A
Service Provided	Topographic Survey
Key staff on Project	Thomas K. Mead, PSM, PLS | President | Principal in Charge Ryan Johnson, PSM | Project Manager

e) Demonstrate the ability to deliver projects on time and within budget.

Project Approach

The project approach starts at the inception of the request for proposal by the City as several functions commence to prepare a quality scope that meets and exceeds the City's requirements and expectations. Research is a key component and is performed by a dedicated staff of research professionals. SSMC fully understands this an important function that provides a secure foundation for all the tasks involved in preparing the scope and fee that migrates into the actual workflow and completion of any project. Research will include at a minimum, available data retrieved from on-line sources, pulling quality aerials to support current conditions, investigation of all in-house work performed in and adjacent to the project site, FDOT plans and Maps when applicable, and existing survey controls in the vicinity. This is all compiled and reviewed by the Project Manager and his key team members. This research is then taken to the project site to gain a comprehensive understanding of conditions, challenges, access issues, public coordination restraints if existing, and observations that need to be exposed and resolved upfront with the City, which is a scheduled enhancement. This upfront research and on-site visit during the project planning allows for an expedited production schedule by eliminating unknown factors before work commences.

All this information is then compiled into an outline that will become the scope of work clearly defined and understandably presented, along with the fee broken into tasks for easy review. This document will be delivered to the City for review and discussion if needed prior to execution.

Once the City provides the NTP to Ryan Johnson, the Project Manager will schedule the kickoff meeting with the full team to discuss the project in detail and set individual assignments, commitments, and milestones based on the scope of work and schedule. In addition, Ryan and the QA\QC Manager will develop and document the QA\QC plan for the project setting the responsibilities of each and review dates.

Most projects will start with the initial field renaissance effort of recovery of boundary control along with horizontal and vertical monuments recovered. Each day the field team will provide updates on workflow performance and task completion dates. All field files and notes are downloaded daily to be reviewed by the QA\QC team and then delivered to the Computer-Aided Design (CAD) staff for data processing and arrangement.

At the end of each day, Cad staff will also provide updates on workflow and completion dates, this will track the progression throughout to see that we are staying on schedule or if a modification in workflow or resources is required. This information is also utilized during our companywide production meeting held every Friday morning. Once the fieldwork is complete, the final data process and review will commence rechecking for accuracy and completeness of the scope limits check of drawing conditions with representation and arrangements. All changes will be addressed, and the preparation of project deliverables to begin the final field and office QA/QC program review. This will involve a very methodical performance review in the field to ensure drawings represent exact conditions in the field with a clean and clear representation of each component of natural and manmade existing features. Once this phase is performed and edits are made it will be rechecked until there are no remaining questions or concerns. Final deliverables will then be created based on the final QA/QC completion signatures by Ryan and the QA/QC Manager and delivered to the City for their review and acceptance received and comments, questions, or revisions will be addressed in 48 hours or less with the delivery being sent back to the City for acceptance.

Kickoff Meeting and Assessing the City's Goals

The project will commence with a meeting of the project team and City staff, which will be to establish a working process and assure that all team members understand the city's desired outcomes and goals.

Project Management Plan

Ryan Johnson, PSM, the Project Manager, has worked in survey and mapping for over 18 years. Ryan will work with the City's project manager on task assignments under the contract to guide the day-to-day tactical activities of the project. In addition, we have designated team members with specific expertise in the various disciplines of survey and mapping. We will codify the team's management approach to describe specific benefits to the city, including:

- Proven QA/QC process focused on high-quality intelligent deliverables
- Meeting project milestones
- Timely communication protocols
- Project resources and staff accessibility and availability
- Immediate response to issues
- Continuous communication and reporting

Throughout the contract's lifecycle, project planning and management are core functions to ensure that the team is appropriately managing planning, workflow, management, resources, and issues.

Schedule Control

The Project Manager is responsible for monitoring the task assignments schedule daily. Once the scope of services and schedule for a task assignment has been identified and finalized, the Project Manager will work with the Project Surveyors to prepare a team member assignment plan.

The SSMC team is committed to working nights and weekends if required to expedite or maintain the City's task assignment schedule. The task assignment schedule is reviewed during dedicated project meetings with the team. If a task assignment is not on schedule, we evaluate, correct, and realign the task to meet our committed schedule without sacrificing the quality or compromising the project goals.

Capability to Meet Deadlines

SSMC has 50% companywide of current staff capability available per month ready to be applied to new work. Our Orlando Office has the personnel and resources of approximately 57% of staff capability to be applied to new work. SSMC has a track record of being willing and able to meet all time and budget constraints. If awarded this Contract, SSMC commits to continue growing our relationship with the City of Ocoee and its staff. As you will find after reviewing SSMC's proposal package, SSMC has ample resources and experience in the management of these types of contracts and commits to the City that we will always be available to all assignments.

Cost Control

Cost control in our approach is the process of planning, estimating, budgeting, managing and controlling project costs. Cost control is in place to help our team plan and control budgets during the project's lifecycle. As your dedicated Project Manager, Ryan Johnson, PSM, will carefully monitor the cost of all task assignments. This includes watching where the actual cost has varied from the estimated cost. Cost control also involves keeping communication open with the City's Project Manager about cost discrepancies that differ too much from the budgeted cost. This is used for the future tasks assigned as SSMC desires to improve all processes while being a seamless partner with the City and its staff.

Controlling the budget requires our team to know the original budget, approved costs, forecasted costs, and actual costs. If any unforeseen changes to the scope of work or risks may have an impact on the approved budget, SSMC's Project Manager will review the level of influence and take internal corrective action as needed.

A key component to describing SSMC's approach to projects is a living document and subject to change as project needs require. The SSMC team is committed to making those changes as required without sacrificing the project schedule, product quality, or budget. The SSMC team realizes that it is an extension of the City's staff, and the SSMC team will serve you well.

The SSMC in-house approach to all projects starts with a good management plan. Your Project Manager, Ryan Johnson, PSM, Office Project Surveyor, James Mazurak, PSM, Field Project Surveyor, Edwin Munoz, PSM, and QA/QC Manager, Marcia Russell, PSM, will review the scope in detail with the designated City representative before starting the project and will include the appropriate team members in this meeting.

This will ensure that everyone agrees on what is needed and when it is required. This is a cost-saving idea as it assures that resources are not wasted. SSMC Project Manager and Project Surveyors coordinate the personnel assigned to their projects, both field and office daily, enabling them to adjust human and equipment resources as required. These two items are critical for enhancing value and quality and controlling costs and scheduling. With ample resources, SSMC can assign multiple personnel to your project, if required, to avoid work overloads. SSMC has consistently met or exceeded the pledged project goals and manages concurrent work on several projects. This is not by accident but a design of successful teamwork. Individual assignments will be made, and schedules will be agreed to. This is further supported by SSMC's technologically advanced software, hardware, and equipment.

Understanding the Work Objective and Approach

With all work assigned under this proposed contract being deployed from our Orlando office, the SSMC team is exceptionally positioned to perform all survey and mapping services under this contract. In addition, we have the bandwidth and experience to deploy our Geographic Information Systems team and Subsurface Utility Engineering (SUE) team as the needs arise. We understand the City has vital concerns surrounding growth management, infrastructure, public service, and community relations. A focus on innovation, cost control, and data quality is essential, and the SSMC Team's toolkit and approach will add value to every assignment.

Our team approach is to work alongside the City to customize the scope of work to meet the individual needs and challenges that may arise while respecting budget limitations. We are committed to assisting the City of Ocoee in accomplishing its goals and objectives for the proposed contract duration and beyond.

Quality Control Rules

Rules take on different levels of importance depending on their application to specific projects. For this reason, its order here does not necessarily reflect the extent of its application to a specific project. That is a judgment call that we place full trust in Marcia Russell, PSM, to make as our Quality Control Manager on this contact. For any Quality Control program to be successful, it must be flexible in its application and comprehensive in its coverage while methodical in its approach. No two projects are the same. Therefore, no two Quality Control approaches can be identical.

We have created a more detailed set of rules for the QA/QC process to be followed in conjunction with the QA/QC Manual.

1. Every field survey, drawing, report, or technical document issued by SSMC must undergo a QA/QC check according to the rules in this policy.
2. A specific quality control plan must be developed for large projects to plan in detail the QC questions that demand unique responses and the best approach to answering them.
3. Verifying the correct dimensions and the correct labels by reference to closure sheets, legal description source documents, plats, certified corner records, and all other source information.
4. The CAD Drawings go through three iterations on their path to completion:
→ The Project Manager completes the first markup
→The QA/QC Manager completes the second markup
→The final product should be reviewed by both the Project Manager and the QA/QC Manager.
5. Bearing and distance calls must be checked for projects whose boundaries are closed.
6. Layers, colors, line weights, and text sizes of CAD deliverables should be checked.
7. Documents that were the basis for checking work should be listed on the work product or transmittal.
8. All in-house worksheets and final products that are based on State Plane Coordinate Systems should include grid lines to facilitate scaling and matching with other products.

The dedicated QA/QC Manager, Marcia Russell, PSM, is solely assigned to QA/QC review and is not involved in any other aspect of the project; therefore, acting independently with an unbiased product review ensures that a high-quality product is delivered.

f) List and quantity of firm's (and firm's sub-consultants' if applicable) equipment including survey instruments, computers, plotters, vehicles, etc.

SSMC's Company Wide Equipment	Totals
Computers	220
Plotters	9
Printers	9
Company Vehicles	123
Trailers/Boats/ATVS	41
TOPCON FC 5000/ 6000 Field data collector	35
TOPCON Hiper VR Base GPS rover kit	43
TOPCON DL 502 Level	12
TOPCON RC-5a Robotic Kit with 360 prism	10
TOPCON ES 102 Total Station	35
LEICA P40 Scanner	2
DJI Phantom 4 Pro V2.0 Drone	4

Nieto Whittaker Company Wide Equipment	Totals
Computer	1
Hard drive/Tower	8
Assembled Computer Components	4
Monitors	10
Keyboard	7
Printer	5
Battery Backup	8
Software	6
Data Collectors	3
Topcon Nonrobot	1
Topcon Robotic	2
Topcon Radios for GPT Robotics	4
Motorola	4
SDL50	1
SDL	1
GEOMAX	1
Chevrolet Silverado	1
Toyota Tacoma	1
Chevrolet Silverado	1

g) List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.

Reference #1	
Organization Name	Inwood Consulting Engineers
Contact Person	Jessica Ballock | 407.971.8850 | jballock@inwoodinc.com
Project Title	Richard Crotty Parkway
Key staff on Project	Thomas K. Mead, PSM, PLS | President | Principal in Charge Ryan Johnson, PSM | Project Manager

Reference #2	
Organization Name	Pegasus Engineering, LLC
Contact Person	Fursan Munjed | 407.992.9160 - ext. 302 | fursan@pegasusengineering.net
Project Title	FDOT-Buck Road Bridge Replacement
Key staff on Project	Thomas K. Mead, PSM, PLS | President | Principal in Charge Ryan Johnson, PSM | Project Manager

Reference #3	
Organization Name	TLP Engineering Consultants, Inc.
Contact Person	Yassi Myers | 407-901-5060 | yassi.myers@tlpeng.com
Project Title	Innovation Way Extension from Wewahootee Road to John Wycliffe Boulevard
Key staff on Project	Darryll Demarsh | Principal in Charge

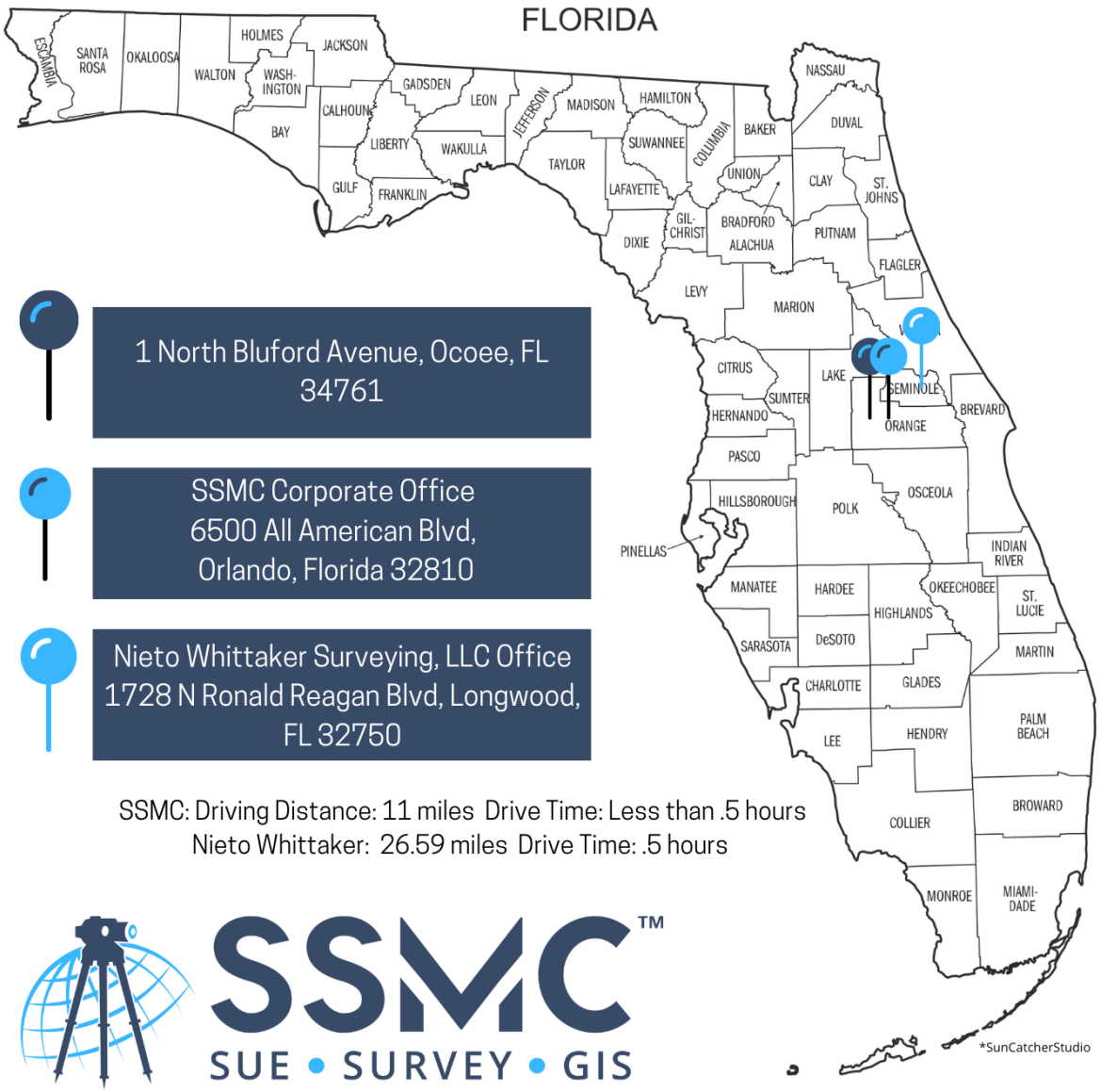
Reference #4	
Organization Name	Kimley-Horn and Associates, Inc.
Contact Person	Mike Woodward | 407.427.1639 | mike.woodward@kimley-horn.com
Project Title	Kelly Park Road: Survey, Geotech, and Signal Design Golden Gem to Jason Dwelley Parkway
Key staff on Project	Darryll Demarsh | Principal in Charge Ryan Johnson, PSM | Project Manager Thomas K. Mead, PSM, PLS | President

II. Firm's Office Location & Other Forms

a) **List the location of all offices (firm and sub-consultants) involved with this project and the approximate distance (in miles) and time (in hours) to City Hall.**

Southeastern Surveying and Mapping Corporation (SSMC)

Orange County Firm Location



1 North Bluford Avenue, Ocoee, FL 34761

SSMC Corporate Office
6500 All American Blvd,
Orlando, Florida 32810

Nieto Whittaker Surveying, LLC Office
1728 N Ronald Reagan Blvd, Longwood, FL 32750

SSMC: Driving Distance: 11 miles Drive Time: Less than .5 hours
Nieto Whittaker: 26.59 miles Drive Time: .5 hours

SSMC™ SUE • SURVEY • GIS

b) Include copy of M/WBE Certification for the Respondent. Partial points will not be awarded for M/WBE sub-consultants.

NIETO WHITTAKER SURVEYING, LLC

Has Been Certified As A

MINORITY BUSINESS ENTERPRISE

Approved Lines of Business:

STATE OF FLORIDA CERTIFIED LAND SURVEYOR AND MAPPER

This certificate is valid:
March 2021 through March 2023

Sheena Ferguson

Sheena Ferguson, Manager
March 31, 2021

Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7345

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

c) Conflict of Interest Disclosure form

ocoee florida

EXHIBIT "A"

RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

Southeastern Surveying and Mapping Corporation

Firm Name

Signature

Thomas K. Mead, PSM, President

Name and Title (Print or Type)

February 8, 2023

Date

d) Company Information/Signature Sheet

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-006

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

Southeastern Surveying and Mapping Corporation
COMPANY NAME

407-292-8580
TELEPHONE (INCLUDE AREA CODE)
407-292-0141
FAX (INCLUDE AREA CODE)
info@southeasternsurveying.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

Thomas K. Mead, PSM
NAME/TITLE (PLEASE PRINT)

6500 All American Blvd
STREET ADDRESS
Orlando FL 32810
CITY STATE ZIP

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

FEDERAL ID # 59-1621976

_____Individual __X__Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me this 7th day of March, 20 23.

Personally Known X or

Produced Identification_____

(Type of Identification)

Notary Public - State of Florida
County of Orange

Signature of Notary Public

Jaclynn Thoemke
Printed, typed or stamped
Commissioned name of Notary Public

JACLYNN THOEMKE
Notary Public - State of Florida
Commission # HH 281054
My Comm. Expires Jun 27, 2026
Bonded through National Notary Assn.

e) Drug-Free Workplace form

EXHIBIT "B"
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Respondent: Southeastern Surveying and Mapping Corp.

Signed: _____

By: Thomas K. Mead, PSM
(Print or Type Name)

Title: President

Date: February 8, 2023

f) Receipt of any addenda issued, see Section J.

No. (One) 1 Dated March 2, 2023

g) Summary of Litigation

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

EQUITABLE ADJUSTMENTS / LITIGATIONS

SSMC does not have any equitable adjustments or litigations in the past five years related to the services our firm provides in the regular course of business.

CONTRACT CLAIMS

Project: UCF Band Facility
Parties: UCF, Harris Civil Engineers, LLC, Little Diversified Architectural Consulting
Claim alleging survey design errors resulting in drainage issues at the UCF Band Facility.
Dates: January 2018 | Status and Outcome: Closed | Monetary Amounts: $350,000

Project: Orange County
Parties: Reinaldo Lopez Cancel and Sherry Lopez
Claim alleging failure of SSMC to maintain and repair sidewalks in the Apopka and Zellwood area, resulting in an individual riding his bicycle was injured.
Dates: January 2019 | Status and Outcome: Settled | Monetary Amounts: $5,000.00

Project: Tampa VA Hospital
Parties: Turner Construction
Claim alleging construction layout errors related to the construction of the Tampa VA hospital building.
Dates: April – May 2019 | Status and Outcome: Pending | Monetary Amounts: $200,000.00

Project: RCES Project 89
Parties: Maddox Electric Company, Inc.
Claim alleging construction layout errors related to the placement of a transformer pad.
Dates: November 2019 | Status and Outcome: Settled | Monetary Amounts: $33,500.00

Project: SR 206 Crescent Beach Bridge
Parties: Freyssinet, Inc.
Claim alleging construction layout error related to a bridge construction.
Dates: January 2020 | Status and Outcome: Settled | Monetary Amounts: $34,392.93

Project: Habitat for Humanity of Lake-Sumter, Florida Survey
Parties: Habitat for Humanity of Lake-Sumter, Florida, Inc. | Apple Title Ltd.
Claim alleging SSMC provided an erroneous survey.
Dates: June 2020 | Status and Outcome: Dismissed | Monetary Amounts: $14,518.00

Lockheed Martin SLR SIM Phase II
Parties: Walbridge Aldinger LLC
Claim alleging construction layout error related to a building construction.
Dates: August 2020 | Status and Outcome: Pending | Monetary Amounts: $320,000.00

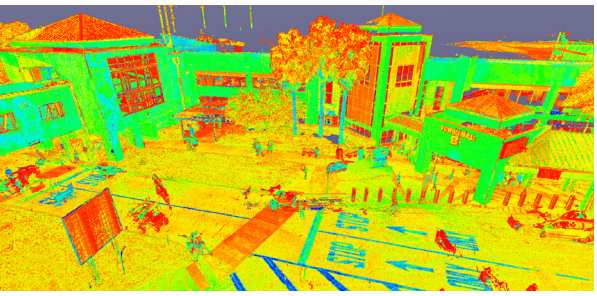
Nieto Whittaker Surveying, LLC has not had any litigation, claims, bid or contract disputes filed by or against the Firm in the past five (5) years.

ocoee
florida

REQUEST FOR **QUALIFICATIONS**

CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES

DUE DATE: 3.7.2023 | RFQ# 23-006



cph

CPH, LLC. | 1117 East Robinson Street
Orlando, FL 32801 | 407.425.0452 | info@cphcorp.com

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March 7, 2023

City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

1117 E. Robinson Street
Orlando, FL 32801
Phone: 407.425.0452
info@cphcorp.com

RE: **"CONTINUING CONTRACTS FOR SURVEYING AND MAPPING SERVICES" | RFQ 23-006**

Dear Selection Committee Members:

CPH Consulting, LLC (CPH) appreciates the opportunity to submit our qualifications to the City of Ocoee for "Continuing Contracts For Surveying And Mapping Services". CPH has the expertise and personnel to provide cost-effective and responsive services to the City on any proposed project. CPH has been providing consulting services since 1981. This valuable experience and growth make CPH a clear choice for the City of Ocoee. We understand that the City is looking for a team that can provide services on a continuing on-call basis for items that include but not limited to; topographic survey, boundary survey, ALTA/NSPS Land Title Survey, plat review, platting, sketch and descriptions, asbuilt survey, construction layout, title work/deed investigation, Global Positioning System (GPS) data collection, tree location, hydrographic surveying, right-of-way surveys, wetland delineation/location, utility/public infrastructure surveys.

WORKING WITH THE CITY OF OCOEE FOR OVER 13 YEARS

CPH has staff members that are qualified to perform the work. Mr. Galloway, who will serve as Principal-in-Charge, has over 32 years of surveying and mapping experience, has worked in Florida his entire career, and is a Licensed Professional Surveyor. Mr. Katrek, who will serve as Project Manager as well as the primary contact for the City, has over 30 years of surveying and mapping experience, has worked in Florida his entire career, and is a Licensed Professional Surveyor. Mr. Roberts who has over 48 years of experience will serve as QA/QC Manager, and is also a Licensed Professional Surveyor. These three key leads alone provide the City with a combined 110 year history of surveying experience.

Our local team is truly local. Our staff in our Orlando office is made up of 58 full time personnel, and our Headquarters office houses over 7 survey crews. The local team members include the survey crews, Licensed Professional Surveyors, Survey Project Managers, office survey production staff, and administrative staff. Due to our location and our 41+ year history in Florida, our team is able to provide not only the most responsive service but also the most effective.

COMPLETED SERVICES FOR MUNICIPALITIES THROUGH CONTINUING CONTRACTS

CPH's unique capabilities related to this Contract exceed our base surveying services. Since CPH is a multi-disciplinary firm, our team has the in-house capacity and staffing to provide wetland flagging, tree evaluation and flagging, asset management and GIS, as well as plat and development review services. In addition to our in-house team we have included DRMP as our local survey partner. DRMP will provide Subsurface Utility Exploration. CPH, as a company, has developed a 15+ year working relationship with DRMP staff and our combined resources will be at the City's disposal on this contract.

EXTENSIVE LOCAL RESOURCES

We appreciate the opportunity to submit our Qualifications and look forward to working with the City of Ocoee.

Sincerely,
CPH Consulting, LLC.

Thomas J. Galloway, PSM
Sr. Vice President / Associate / Director of Surveying and Mapping

01. FIRM **QUALIFICATIONS**

CPH prides itself in its capability to "provide quality and innovation for surveying and mapping." In every aspect of the business CPH takes pride in providing timely, cost effective and appropriate surveying services to support its clients and help them achieve their objectives. Known as a leading multi-disciplinary consulting firm, CPH provides professional services in the following areas:

- Surveying & Mapping
- Water / Wastewater / Biosolids Treatment Processes
- Engineering Services (Civil, Structural, and Utilities)
- Architectural Services/ Landscape Architecture
- Transportation Engineering, including Traffic Planning and Design
- Construction Engineering and Inspection/Construction Management
- Master Planning
- Water/Wastewater/Reclaimed/ Stormwater Systems
- Hydraulics and Hydrology
- Environmental Sciences
- Land Planning/Zoning

The Firm has been providing services in the area since the 1960's and the Firm has been established since 1981. In keeping with the company's philosophy to assure responsive and cost effective service, CPH has grown with branch offices housing approximately 290+ employees in Florida, Georgia, Maryland, Massachusetts and Puerto Rico with the firm's Headquarters located in Sanford, Florida. CPH's commitment to providing the highest level of service in an affordable manner has been achieved through emphasis on personalized services and direct involvement of top level CPH personnel, especially the owners.

MEET YOUR PROJECT MANAGER

Paul J. Katrek, PSM
31 Years of Experience
Professional Surveyor & Mapper – FL (No. LS6233)

WHAT PAUL WOULD LIKE YOU TO KNOW

Mr. Katrek has more than 30 years of experience in the surveying and mapping profession. His experience ranges from working in the field and office on small to large development projects, to serving as an Instrument Man, Party Chief/ Survey CADD Technician, Project Manager and Survey Manager. Mr. Katrek is proficient in the use of computer software programs and field equipment such as: AutoCAD Land Development Desktop, TDS-Data Collection hardware and software, Topcon & Leica total stations, Trimble Post Processing Software, Leica GPS Equipment, and C & G Software.

#40 ENR SOUTHEAST TOP DESIGN FIRMS

#366 ENR TOP 500 DESIGN FIRMS

#20 ENR TOP 25 DESIGN FIRMS IN FLORIDA

TOP 300 ARCHITECTS IN THE U.S.

BENEFITS OUR TEAM BRINGS TO THE CITY

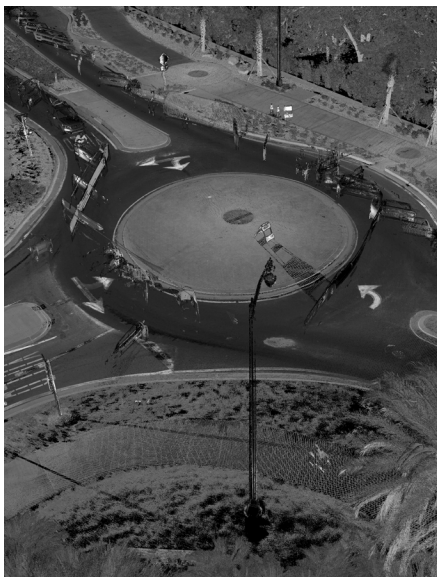
- ☑ Local Resources and Experience
- ☑ All Team Members Have Worked Together
- ☑ Highly Specialized in Florida
- ☑ 250+ Full Time Staff Members near the City of Ocoee
- ☑ Multi-Disciplinary In-House Team

DRMP OVERVIEW (SUBCONSULTANT)

DRMP, Inc. (DRMP) was founded in 1977 by a group of engineers and surveyors who recognized a new trend formulating in the marketplace. By providing a collaborative approach of their firm's professional services, their clients were beginning to appreciate and expect the consistency and continuity their projects received. To continue providing these quality services, it was only natural to join forces permanently into one full-service company with a strategic path for expanding services, geographic reach and employee base. Today, DRMP has expanded to 19 offices throughout Florida, Georgia and North Carolina. The firm continues to be ranked annually in Engineering News-Record's "Southeast Top Design Firms" and "Top 500 Design Firms" in the United States and remains focused on the same core principles it was founded upon – expertise, quality, leadership, trust and respect.

PROJECT EXPERIENCE

CPH prides itself in its capability to "provide quality and innovation for Professional Surveying and Mapping Services." In every aspect of the business, CPH provides timely cost effective and appropriate services to support its clients and help them achieve their objectives.



US 17-92 RIVERWALK, PHASE II - III (FDOT LAP) -
CPH provided planning, survey, and design services for a 1.7 mile extension to an existing trail. The new extension connects to the previous phase designed by CPH and is the final connection between the I-4 Corridor with the adjacent Seminole County Rinehart Trail and the downtown Sanford RiverWalk Trail system. This project followed the complete streets design elements with the provision of a Multi-Use Trail, Roadway safety improvements, Traffic Calming design, Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/Design Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, Way-finding Design, Pedestrian Mid-Block Crossings (Rectangular Rapid Flashing Beacons), Traffic Studies, Survey, and Wetland Mitigation.

CONTRACT TERM: 2015 - 2021

SIZE: 1.7 Mile Extension

EAST CENTRAL REGIONAL RAIL TRAIL (ECRRT) (FDOT LAP) -
The Volusia County East Central Regional Rail Trail (ECRRT) Design/Build project was the final phase of Volusia County's portion of the Florida Coast to Coast Trail located in Osteen, Florida. The project consisted of the design, permitting, and construction of approximately 3.6 miles of a 12-foot wide multi-use trail from Guise Road to Gobbler's Lodge Road. The project included the construction of two (2) pedestrian bridges, multiple respite areas, and multiple mid-block crossings.

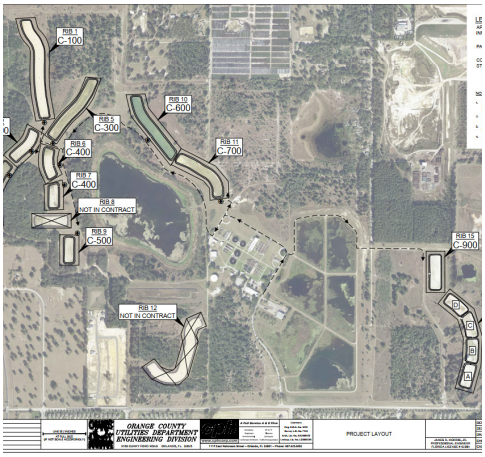
CONTRACT TERM: 2020 - 2021

SIZE: 3.61 Mile, 12-ft Wide Multi-Use Path with Two Pedestrian Bridges (125-ft long and 100-ft long)

SOUTHWEST REGIONAL WASTEWATER RECLAMATION FACILITY NUTRIENT REDUCTION AND EXPANSION PROJECT -
CPH was responsible for the review of the existing conditions at the SRWRF, evaluation of upgrading existing treatment facilities to AWT Standards, evaluation of nutrient removal alternatives, development of alternative costs, identification of the selected plan for upgrading the Southwest Regional WRF, development of an implementation schedule for the "selected plan", generation of an abbreviated nutrient removal feasibility report, and grant and appropriations funding assistance.

CONTRACT TERM: 2015 - 2018

SIZE: 1 MGD



CONTINUING SURVEYING SERVICES CONTRACT - ORANGE COUNTY UTILITIES DEPARTMENT - **ORANGE COUNTY, FL**

In conjunction with ongoing utility projects for Orange County, the team has provided various surveying services for projects that include pipeline replacements/relocations, water tank projects and pump station projects. The projects identified below have included services such as boundary surveys, establishing limits of construction, basic/advanced field survey work, calculations, document preparation and sketch and descriptions.

NWRF Rapid Infiltration Basin (RIB) Side Slope Liners Replacement Project - CPH, Inc. provided engineering services to design Northwest Water Reclamation Facility (NWRF) Rapid Infiltration Basin (RIB) Side Slope Liners Replacement Project. This project replaces the aging and failing rapid infiltration liners at Orange County's Northwest Reclamation Facility in Apopka, Florida. The project included the required services for final design documents, which includes survey, geotechnical exploration, construction plans and specifications, bidding, and construction administration. Survey was performed in-house by CPH, and geotechnical investigation and report was performed by Nadic Engineering Services. CPH also performed cut and fill calculations to identify the necessary regrading and reshaping work to be done to the existing RIBs for restoration to intended design condition. *Original Contract Price: $1,788,000 | Final Cost: $1,788,000 | Size: 830,000 SF | Year Completed: 2020*

University Blvd. & Rouse Rd. Emergency Manhole Replacement - Fully Detailed Lane Closure Plans for University Blvd. and Rouse Road intersection. Utilized concrete barriers to protect 20 ft. deep drop-off conditon at the manhole location in the center of the intersection. Large traffic volume due to the proximity to the University of Central Florida. Phase MOT Plan to allow for bypass pumping and manhole replacement. Extensive coordination effort with Orange County Public Works to resolve lane closure restrictions. *Original Contract Price: $878,400 | Final Cost: $878,400 | Size: one intersection manhole | Year Completed: 2018*

PROJECT PROFILE:

Contract Value: Varies Per Project

Performance Period: Varies Per Project

Size: Varies Per Project

CLIENT REFERENCE:

Orange County,
Mr. Jose E. Hernandez, P.E.,
Chief Engineer, Orange County Utilities Engineering Division,
9150 Curry Ford Road,
Orlando, FL 32825,
Phone: 407.254.9718,
Fax: 407.254.9610,
E-Mail: Jose.Hernandez2@ocfl.net

CONTINUING SURVEYING SERVICES CONTRACT - CITY OF SANFORD - **SANFORD, FL**

CPH has been providing general consulting services to the City of Sanford since 1965, and has been providing ongoing surveying and mapping services to the City since 2001. The team has provided various surveying services for projects that include: Infrastructure improvements, water/wastewater facilities, stormwater improvements, roadway projects, parks projects and beautification/historic improvement projects. The projects identified below have included services such as boundary and topographic surveys, high definition 3D Laser surveys, establishing limits of construction, basic/advanced field survey work, calculations, document preparation, and sketch and descriptions.

Completed Survey Projects:

- Regional Reclaimed Vol-Sanford Interconnect
- Max West Gasification System
- Mill Creek Drainage Basin Improvements
- East Lake Mary Blvd. Segment I - Utility Improvements
- Sanford South Water Resource Center Facility Improvements
- St. John Pkwy. Phase II & III Roadway Project
- Magnolia Avenue Reclaimed Watermain Extension
- Sanford North Water Reclamation Facility Improvements
- Airport Blvd. - Phase III
- East Lake Mary Blvd. Segment II - Utility Improvements
- Cloud Branch Drainage Improvements
- Orlando-Sanford Airport Lift Station & Forcemain Improvements
- "Palmetto Avenue, Valencia Court, and Woodfield Drive Reclaimed Watermain Extensions"
- Sanford Marina Topographic Survey
- Downtown Stormwater Master Plan and Improvements
- 24th Place/Cedar Avenue Sewer Replacement
- Mill Creek Reclaimed Water Storage Tank & Filtration/Pumping Project
- Sanford Beachfront and Jetty Improvements (North Shore/Marina Restabilization Project)
- Continuing Plat Review Services
- St. Johns River Boundary Survey
- East First Street - 3D Laser Survey/Modeling for Historic Streetscape Project
- Pine Ave. Watermain Improvement Project

CITY OF SANFORD FLORIDA

PROJECT PROFILE:

Contract Value: Varies Per Project

Performance Period: Since 2001

Size: Varies Per Project

CLIENT REFERENCE:

City of Sanford
Bilal Iftikhar, P.E., Public Works Director
P.O. Box 1788,
Sanford, FL 32772-1788
Phone: 407.688.5000, Ext. 5085
Email: bilal.iftikhar@sanfordfl.gov

CONTINUING SURVEYING SERVICES CONTRACT - CITY OF PALM COAST - **PALM COAST, FL**

CPH has been providing general consulting services to the City of Palm Coast since 1965, and has been providing ongoing surveying and mapping services to the City since 2001. The team has provided various surveying services for projects that include: Infrastructure improvements, water/wastewater facilities, stormwater improvements, roadway projects, parks projects and beautification/historic improvement projects. The projects identified below have included services such as boundary and topographic surveys, high definition 3D Laser surveys, establishing limits of construction, basic/ advanced field survey work, calculations, document preparation, and sketch and descriptions.

Palm Coast Water Treatment Plant No. 3 - New 3 MGD water treatment plant utilizing the LPRO treatment technology to treat the confined surficial aquifer water. Plant was designed to facilitate expansion from 3 MGD to 9 MG. Chemical storage building (4,500 sq. ft.). Operation building designed included the laboratory, training rooms, administration offices & locker rooms (6,500 sq. ft.). The building was designed to accommodate both the water treatment staff as well as future wastewater personnel. *Original Contract Price: $17,671,911 | Final Cost: $17,671,911 | Size: 9 MGD | Year Completed: 2021 (Project Completed in Multiple Phases)*

City of Palm Coast - Citation Parkway Improvements - CPH is providing design for the improvements along Citation Parkway and a portion of Sesame Boulevard. The project area is approximately 0.3 miles long. The project includes extension of Sesame Boulevard to Seminole Woods Boulevard by elimination of the intersection at Citation Parkway and Sesame Boulevard; replacement of the deficient culvert/bridge on Sesame Boulevard; Intersection improvements at Citation Parkway and Seminole Woods Boulevard to include the addition of a left turn and a right turn lane; Intersection improvements at Citation Parkway and Universal Trail, including the addition of a left turn lane; Drainage and utility design; Multi-use path/ passive linear park along the south side of Sesame Boulevard; and a temporary pedestrian crossing and path from Sesame Boulevard to Seminole Woods Boulevard. *Original Contract Price: $1,724,870 | Final Cost: $1,724,870 | Size: 0.3 Miles | Year Completed: 2021*

City of Palm Coast – Lehigh Trail Trailhead - CPH performed a detailed field review of the site with the City to assess the proposed parking and trailhead improvements. CPH prepared preliminary layouts of the improvements, detailing the parking, trail access, stormwater improvements, utility connections, and other associated elements of the project. CPH assisted the City in coordinating with FPL for the proposed improvements which fall within the FPL easement. *Original Contract Price: $2.3 Million | Cost: $2.3 Million | Size: 14 Acres | Year Completed: 2021*

PROJECT PROFILE:

Contract Value: Varies Per Project

Performance Period: Since 1998

Size: Varies Per Project

CLIENT REFERENCE:

City of Palm Coast
Steve Flanagan, Utility Director
160 Lake Avenue,
Palm Coast, FL 32164
Phone: 386.986.2354
Email: sflanagan@palmcoastgov.com

ONGOING CONSULTING SERVICES – TOHO WATER AUTHORITY - **KISSIMMEE, FL**

In conjunction with ongoing utility projects for Toho Water Authority, the team has provided various surveying services for projects that include pipeline replacements/relocations. The projects identified below have included services such as boundary surveys, establishing limits of construction, basic/advanced field survey work, calculations, document preparation and sketch and descriptions.

Lift Station By-Pass Pumps - CPH to perform 12 Boundary and Topographic Surveys for multiple Toho Lift Stations that included: LS-94P Hatchineha, LS-4P Broadmoor East, LS-30 Renee Terrace, LS-79 Orange Lakes, LS-143 Champions Gate, LS-26P Peabody Rd., LS-63 Solivita Bell Shorehaven, LS 89-729 Barcelona Station, LS-39P Isles of Bellalago, LS-17P San Remo North, and LS-27P Monterey North. *Original Contract Price: $48,862 | Final Cost: $48,862 | Size: 12 Lift Station Sites | Year Completed: Ongoing*

N. Poinciana Blvd. Roadway Repair - CPH is in the process of collection of topographic data preconstruction with a high definition laser scanner within a 14,000 square foot area with an accuracy of 0.02 inches of the completed asphalt pavement restoration area and document the surface of the roadway with topographic data at a 5' grid. Field recover horizontal and vertical control. Reference horizontally and vertically two (2) control points & benchmarks. Create a horizontal and vertical control network outside the project area. Prepare spreadsheet of the 560 elevations (5' grid of 200' x 70' observation area). CPH will collect topographic data post construction with a high definition laser scanner to be performed at the same time of year and at the same time of day to minimize the effects of temperature changes in the asphalt. The temperature will be noted in the field notes during the preconstruction scan. Collect topographic data post construction and five (5) yearly scans for the warranty period within the 14,000 square foot area and compare to the Base Line Survey. CPH will revise the existing spreadsheet to include the 560 post construction elevations (5' grid of 200' x 70' observation area) within the area. *Original Contract Price: TBD | Final Cost: TBD | Size: 14,000 SF | Year Completed: Ongoing*

Payment Kiosks at Mann Street & Country Club Road - CPH performed a Boundary and Topographic Survey of a portion (1.2± acres) of Tract "E" and all of Tract "F", Poinciana Neighborhood 1 – Village 3, as recorded in Plat Book 52, Pages 8 through 18, Public Records of Polk County, Florida. *Original Contract Price: $7,250 | Final Cost: $7,250 | Size: 1.2 Acres | Year Completed: Ongoing*

PROJECT PROFILE:

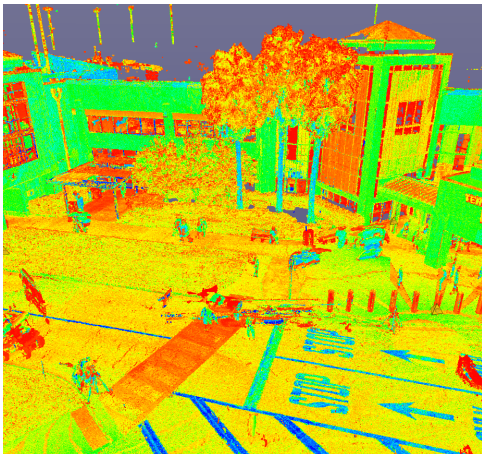
Contract Value: Varies Per Project

Performance Period: Since 2006

Size: Varies Per Project

CLIENT REFERENCE:

Tohopekaliga Water Authority
George H. Eversole, Jr.
Phone: 407-944-5000
Email: geversole@kissimmee.org



ORLANDO SANFORD INTERNATIONAL AIRPORT TERMINAL EXPANSION - **SANFORD, FL**

CPH recently provided architectural and engineering services for the Orlando Sanford International Airport's terminal expansion/renovation project to support the current growth of passenger traffic which rose from 2 million passengers in 2013 to over 3 million passengers in 2018. The $60 million expansion/renovation includes many passenger-oriented improvements including a consolidated ticketing and screening, covered passenger drop off areas, curbside check-in, and the addition of four new gates and apron. Access improvements to the terminal area also included with the addition of a new traffic signal to support the new entrances to terminal parking lots which will reduce the amount of vehicular traffic in front of the terminal. All improvements were performed while the existing terminal stays in operation and the design required phasing and coordination with terminal management, airlines, and concessionaires. Additional coordination was required with Transportation Security Administration (TSA) on the new consolidated screening area, U.S. Customs and Border Patrol (CBP) for the Federal Inspection Station (FIS) improvements, and the Federal Aviation Administration (FAA) for the gates, aprons, and vertical improvements.

PROJECT PROFILE:
Contract Value: $60.4 Million

Final Cost: $60.4 Million

Performance Period: 2015 - 2021

Size: Approx. 133,690 SF expansion/renovation

CLIENT REFERENCE:
Sanford Airport Authority
George D. Speake, Jr., A.A.E.,
Executive Vice President/COO
Airport Security Coordinator
1200 Red Cleveland Blvd
Sanford, FL 32773
Office: 407.585.4006
Main: 407.247.1212
Email: Gspeake@osaa.net

US 17-92 RIVERWALK, PHASE II - III (FDOT LAP) - **SANFORD, FL**

Phase II - The FDOT LAP project included 1.5 miles of 10-14 foot wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. The concept design of the trail necessitated significant coordination with FDOT to gain their support for the necessary variations from Department standards, and their approval of the necessary reduction in shoulder widths and use of Rectangular Rapid Flashing Beacon (RRFB) at two mid-block crossings. The design included advanced coordination with SJRWMD and FDEP because of work within sovereign submerged lands, replacement seawall, and pedestrian bridge. The project included the use of innovative use of best management practices and pervious pavement to minimize the impact of stormwater runoff on Lake Monroe. Post Design Services included responding to Bidder questions, review of the bids, contacting bidder references and preparing an award recommendation. During construction, the services included scheduling and attending the preconstruction meeting and progress meetings, issuing meeting notes, review of shop drawings, responding to RFIs, conducting site visits, review of applications for payment, schedule tracking of costs and time, preparation of change orders, and preparation of closeout documents.

Phase III - CPH provided planning, survey, and design services for a 1.7 mile extension to an existing trail. The new extension connects to the previous phase designed by CPH and is the final connection between the I-4 Corridor with the adjacent Seminole County Rinehart Trail and the downtown Sanford RiverWalk Trail system. Additionally, these improvements filled the largest remaining gap within the Lake Monroe Trail Loop system which spans both Seminole and Volusia Counties. This project followed the complete streets design elements with the provision of a Multi-Use Trail, Roadway safety improvements, Traffic Calming design, Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/Design , Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, Way-finding Design, Pedestrian Mid-Block Crossings (Rectangular Rapid Flashing Beacons), Traffic Studies, Survey, and Wetland Mitigation. The current estimated construction cost of $20 Million is funded through a Local Joint Project Agreement between the City of Sanford, Seminole County and the FDOT. CPH is also facilitating the transfer of ownership, for the US-17-92 corridor within the project limits, from the FDOT to the City of Sanford and Seminole County.

PROJECT PROFILE:

Contract Value: $6,835,694 (Phase II), $25.6 Million (Phase III)

Final Cost: $6,835,694 (Phase II), $25.6 Million (Phase III)

Performance Period: 2015 (Phase II) - 2021 (Phase III)

Size: 1.5 Miles (Phase II), 1.7 miles (Phase III)

CLIENT REFERENCE:

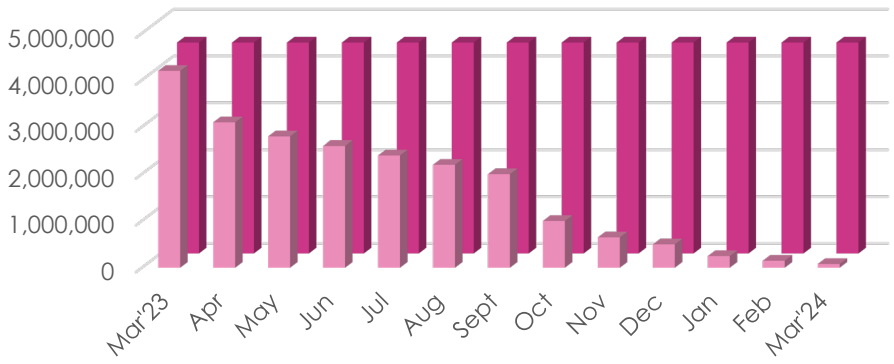
City of Sanford
Bilal Iftikhar, P.E., Public Works Director
P.O. Box 1788
Sanford, FL 32772-1788
Phone: 407.688.5000, Ext. 5085
Email: bilal.iftikhar@sanfordfl.gov

TEAM'S CURRENT WORKLOAD / STAFFING AVAILABILITY MATRIX

The current and projected workload of our team is such that we can provide responsive service to the City of Ocoee. We are well-staffed, equipped with our nearby Orlando and Sanford locations, and believe that we and our team members can provide a high quality, professional service to the City that is completely responsive and cost effective. The graph below depicts our current contracted backlog with no consideration for any additional work. The current workload will spread over 13 months. Our current production capability is $4,920,000 per month. Through our 290+ full time staff members, CPH's current contracted backlog requires approximately $3,850,000 per month. Currently CPH has an additional $1 Million production capacity through our current staff, and have available capacity and resources to dedicate to the City of Ocoee.

290+ TOTAL STAFF MEMBERS

2 OFFICES NEARBY WITH OVER 250 EMPLOYEES COMMITTED

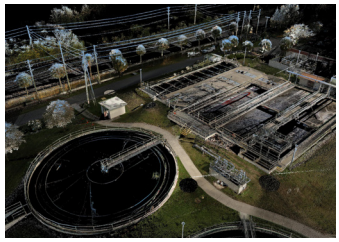


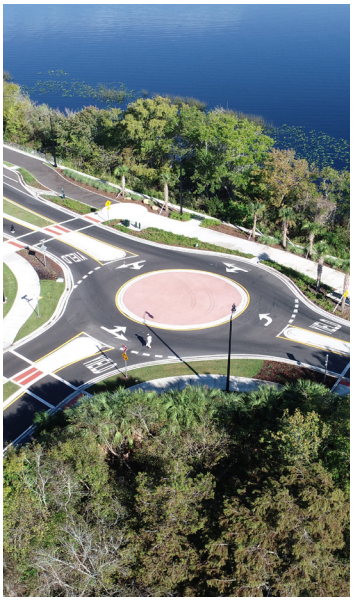
KEY PERSONNEL	ROLE	PROJECTED AVAILABILITY
Thomas J. Galloway, PSM	Principal-In-Charge	40%
Paul J. Katrek, PSM	Project Manager	60%
Randall "Randy" L. Roberts, PSM	QA/QC	40%
William B. Tamm, CST II	Field Crew Manager	60%
Nichole Lunsford	Office Production Manager	65%
John Bach, CST II	High Definition Survey Manager	50%
David Sullivan, CST I	Conventional Field Crew	50%
Vladimir Grumberg, CST I	Conventional Field Crew	60%
Kevin Scheel, CST I	Office Production (CADD)	60%
Jalon Fleming, CST II	Office Production (CADD)	70%
Richard Buchanan, CST I	Office Production (CADD)	75%
Erik Hatecke, CST I	High Definition Field Crew	65%
Michael Reigard CST I	High Definition Field Crew	65%
Lawrence G. Stoffel CST I	High Definition Field Crew	65%
Donald E. McKenna, GISP	GIS Manager	55%
Amy E. Daly, LEED AP	Environmental	40%

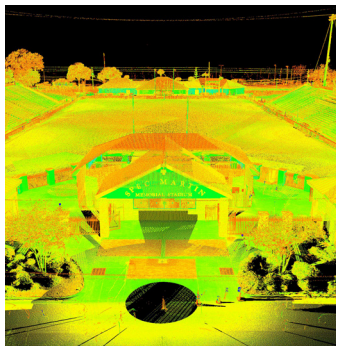
EQUIPMENT AND SOFTWARE

CPH's commitment to quality and on-time projects includes team members staying abreast of the latest technology and capabilities. Staff interchanges information electronically with architectural firms, planning firms, surveying firms, and clients. Engineering and drafting functions are thoroughly computerized using AutoCAD drafting and associated engineering programs, as well as hydraulic, hydrologic, and general spreadsheet programs. Transportation planning software (FSUTMS) and Traffic Operations (Net-Sim, Passer, HCM, SOAP) are also in constant use.

- ✓ Wide Area Networks - VPN via Cisco Routers
- ✓ High Speed Internet Access
- ✓ Windows Exchange Server
- ✓ High Speed e-mail, FTP, and WEB services on-line
- ✓ 10/100 Ethernet LANs in all offices
- ✓ Microsoft Office Professional
- ✓ Powerful large format printing capabilities in all offices
- ✓ High Security and Virus protection company-wide
- ✓ Autodesk AutoCAD 2023, Autodesk Civil 3D 2023, Autodesk Revit 2015, 2016, 2017, 2018, 2019
- ✓ Arc GIS, Microstation, Autoturn 7, Land Desktop 3, Microstation, Autoturn 7
- ✓ WaterCAD, Ponds, Advanced Inter Connected Pond Routing (ICPR), Hydraflow, Modret, ArcView, MColor and many others
- ✓ Topcon GPT-2005 Total Station with prism/non prism feature
- ✓ Topcon GPT-3005 Total Station with prism/non prism feature
- ✓ Topcon AT-G4 Automatic Levels
- ✓ Topcon Recon 200C w/64MB Field computers with Survey Pro software
- ✓ FDOT approved setup for traffic cones, traffic signs, survey vests and hardhats
- ✓ Geopack
- ✓ Building Energy Modeling and Cooling Loads: Energy Guage (Florida Energy Code Compliance: FLACOM); Comcheck; Carrier Hap; Wrightsoft
- ✓ Electrical Power System Analysis: eTAP – Short Circuit Fault Current Calcs; Arc Flash (NFPA 70E); Power System Coordination Studies
- ✓ Fire Protection: Elite Fire Sprinkler Hydraulic Calcs
- ✓ RISA-3D
- ✓ RISA Connection
- ✓ TEDDS
- ✓ HILTI PROFIS Anchor
- ✓ MathCAD
- ✓ Leica HDS ScanStation2 Laser Scanner
- ✓ Leica Truview software
- ✓ Leica Scanstation P40s (Qty 3)
- ✓ Leica BLK360s (Qty 2)
- ✓ Leica RTC360 (Qty 1)







Modeling Software

The CPH team has extensive knowledge of the hydraulic modeling process and the associated software. Software packages that the team routinely uses are

- ✓ Bentley Systems (Formerly Haestad Methods)
- ✓ MW Soft
- ✓ Hydroflow
- ✓ StormCAD
- ✓ SewerCAD
- ✓ WaterCAD
- ✓ CADD
- ✓ Microstation
- ✓ And others

CPH CORE VALUES

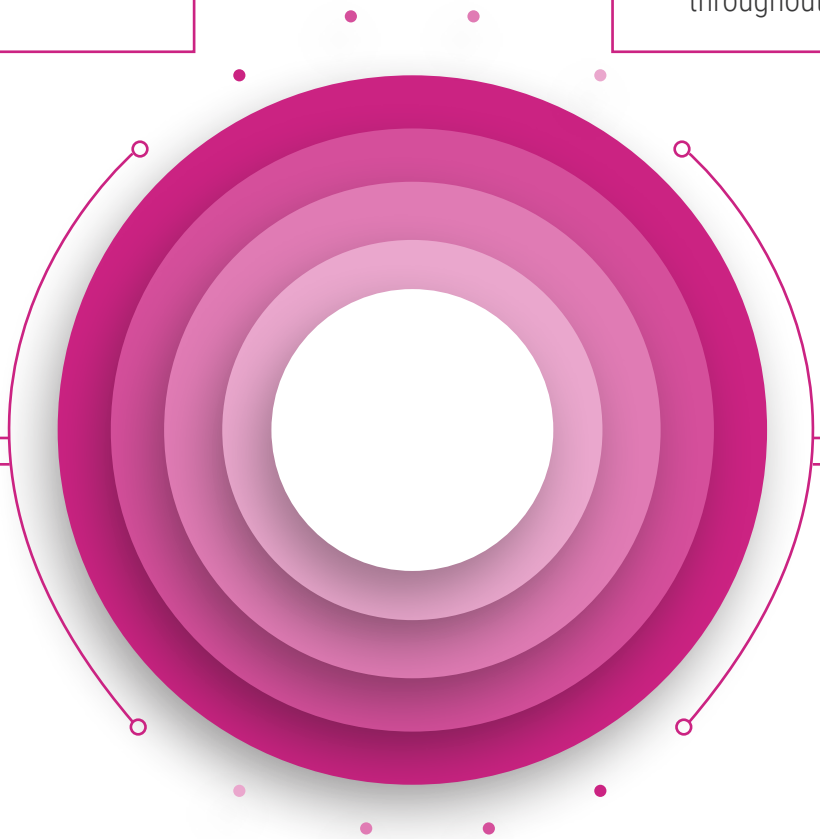
CPH's Core Values are centered around building lasting relationships with our clients and the communities we serve. Our firm has spent over 41 years providing services under consulting contracts, all the while building a solid reputation for providing quality and responsive services that are in the best interest of the stakeholders and constituents we serve. We have enjoyed our 12+ year successful relationship with the City of Ocoee.

02 CLIENT **FOCUSED**

Our services are client focused. Meaning we put our clients first, and are focused on creating a collaborative atmosphere to enhance our client experience.

03 STAFF **LONGEVITY**

Over 50% of CPH's staff have been with the firm for 10+ years. Our staff members have a vested interest in delivering quality and responsive services to the City. In addition, this longevity assures the City will be provided consistency throughout the life of the contract



01 HISTORY WORKING **TOGETHER**

This team has an established and proven working history together. We have been serving the City of Ocoee for 13 years.

04 BUILDING BETTER **COMMUNITIES**

Our core philosophy is to make positive impacts in the communities we serve. As a firm and as individuals, our team takes great pride in our completed projects and building stronger communities with our clients.

FIRMS ASSIGNED TEAM

CPH has assembled a vastly diverse and highly qualified team with experience in all discipline areas requested by the City of Ocoee. Our team is capable of providing services for every project that may emerge under this contract. The CPH Team Organizational Chart (provided below) depicts the overall reporting and communication hierarchy as well as project roles and responsibilities in relation to the City's scope of services

ocoee
florida

PRINCIPAL-IN-CHARGE
Thomas J. Galloway, PSM

PROGRAM MANAGER
Paul J. Katrek, PSM

QA/QC
Randall "Randy" L. Roberts, PSM

FIELD CREW MANAGER
William B. Tamm, CST II

OFFICE PRODUCTION MANAGER
Nichole Lunsford

HIGH DEFINITION SURVEY MANAGER
John Bach, CST II

CONVENTIONAL FIELD CREW
David Sullivan, CST I
Vladimir Grumberg, CST I

OFFICE PRODUCTION (CADD)
Kevin Scheel, CST I
Jalon Fleming, CST II
Richard Buchanan, CST I

HIGH DEFINITION FIELD CREW
Michael Reigard CST I
Lawrence G. Stoffel CST I
Erik Hatecke, CST I

GIS MANAGER
Donald E. McKenna, GISP

AERIAL PHOTOGRAMMETRY
Bruce Lewis, PLS, PSM (AXIS)
Dave Rorrer (AXIS)

SUBSURFACE UTILITY EXPLORATION
Gregory J. Calderon Hernandez (DRMP)
Gabriel Colon-Rivera, PSM (DRMP)
Frank Lopez, PSM (DRMP)
Steven B. Smith, CST I (DRMP)

ENVIRONMENTAL
Amy E. Daly, LEED AP

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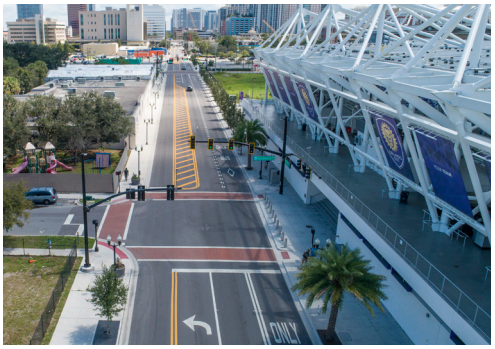

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WINTER GARDEN

1. W. CENTRAL BLVD. SANITARY SEWER REPLACEMENT AND STREETSCAPE DESIGN/BUILD - 0.55 Mile Streetscape associated with the Orlando City Soccer MLS Stadium. Complete roadway reconstruction including.Underlying brick roadway salvaging. Landscape/Hardscape design including lighting/ electrical design. Upsizing the Sanitary Sewer from an 8-in. line to a 21-in line. Undergrounding OUC Power and Communication (including the Duct Bank design). Extensive utility coordination. Coordination with FDOT/SGL to have concurrent Maintenance of Traffic Plans for work within the Ultimate I-4 Construction project. Permitting with FDOT/SGL, SJRWMD, and FDEP.

2. US 17-92 RIVERWALK, PHASE II & III (FDOT LAP) - Phase II - The FDOT LAP project included 1.5 miles of 10-14 foot wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7 mile, 12 ft. wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a Multi-Use Trail, Roadway safety improvements, Traffic Calming design, Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, Way-finding Design, Pedestrian Mid- Block Crossings (Rectangular Rapid Flashing Beacons), Traffic Studies, Survey, and Wetland Mitigation.

3. WINTER GARDEN RECLAIMED WATER PLANT - CPH utilized the High Definition 3D Laser Scanner to collect Point Cloud data that was used to create a Topographic Survey. Also, the Point Cloud data collected was used to create detailed drawings of Pump Houses, Contact Chambers, Water Silos, Digester Tanks, Buildings, Etc. High Definition pictures were also produced using the High Definition 3D Laser Scanner which provides a 360 Degree High Resolution image of the entire site.

THOMAS J. GALLOWAY, PSM

PRINCIPAL-IN-CHARGE

Years of Experience: 33

Education: B.S. in Surveying and Mapping, University of Florida

Licenses & Certifications:
Professional Surveyor & Mapper - FL (No. 6549)
NCEES Council No. 1291

Key Skills / Qualifications:
- Surveying and Management
- Highway Projects
- Land Development
- Commercial and Private Projects
- Municipal Projects
- Park Improvements Projects

Overview: Mr. Galloway has more than 33 years of experience in the surveying and mapping profession and has a Bachelor of Science of Surveying and Mapping from the University of Florida. His experience ranges from working in the field and office on small to large development projects, to serving as Party Chief/ Survey CADD Technician, Project Manager and Survey Manager. Mr. Galloway has served as Principal and Director of the Surveying Division of the firm since its establishment in 2001. He has overseen the department's growth from two survey crews to managing the current seven survey crews. Additionally, he has been personally involved in over 2,500 surveys while at CPH.

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1. SANFORD 1ST STREET STREETSCAPE IMPROVEMENTS (FDOT LAP) - Streetscape design package for a 6 block section of historic First Street (approximately 0.40 miles). Designed the roadway, landscape, architecture, and utility plans and prepared specifications for the complete reconstruction of the roadway, including several utility upgrades. LAP Funded and extensive coordination with FDOT. Responsible for detailed maintenance of traffic plans and utility relocations. The team used its in-house 3D survey team to provide right-of-way surveys, while minimizing impacts to traffic and to provide a "virtual tour" of existing conditions and the proposed improvements during the public relations effort.

2. US 17-92 RIVERWALK, PHASE II & III (FDOT LAP) - Phase II - The FDOT LAP project included 1.5 miles of 10-14 foot wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7 mile, 12 ft. wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a Multi-Use Trail, Roadway safety improvements, Traffic Calming design, Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, Way-finding Design, Pedestrian Mid- Block Crossings (Rectangular Rapid Flashing Beacons), Traffic Studies, Survey, and Wetland Mitigation.

3. AREA IV WELL OUTFITTING AND RAW WATER TRANSMISSION MAIN - Performed a Boundary and Topographic Survey for the City of Titusville along N. Singleton Avenue and Folsom. Road for approximately 29,000 linear feet locating all improvements in the right-of-way for the design of a new raw water main. Close coordination with the City and County was needed in order to provide accurate locations of marked underground utilities along the route. Cross-sections were obtained every 100' along with spot elevations at structures and changes in grade. wetland lines were also located. GPS equipment was used to tie the survey to State Plane Coordinates and to tie previous survey to the north performed by others. All property corners delineating the rights-of-way were located for the entire length of the route.

PAUL J. KATREK, PSM

PROJECT MANAGER

Years of Experience: 31

Education: A.S. in Architecture & Building Technology, Daytona Beach Community College

Licenses & Certifications:
Professional Surveyor & Mapper - FL (No. 6233)
NCEES Record No. 1342

Key Skills / Qualifications:
- Surveying and Management
- Highway Projects
- Land Development/Commercial and Private Projects
- Municipal Projects

Overview: Mr. Katrek has more than 31 years of experience in the surveying and mapping profession. His experience ranges from working in the field and office on small to large development projects, to serving as an Instrument man, Party Chief/Survey CADD Technician, Project Manager and Survey manager. Mr. Katrek is proficient in the use of computer software programs and field equipment such as: AutoCAD Land Development Desktop, TDS-Data Collection hardware and software, Topcon & Leica total stations, Trimble Post Processing Software, Leica GPS Equipment, and C & G Software.

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1. AREA IV WELL OUTFITTING AND RAW WATER TRANSMISSION MAIN - Performed a Boundary and Topographic Survey for the City of Titusville along N. Singleton Avenue and Folsom. Road for approximately 29,000 linear feet locating all improvements in the right-of-way for the design of a new raw water main. Close coordination with the City and County was needed in order to provide accurate locations of marked underground utilities along the route. Cross-sections were obtained every 100' along with spot elevations at structures and changes in grade. wetland lines were also located. GPS equipment was used to tie the survey to State Plane Coordinates and to tie previous survey to the north performed by others. All property corners delineating the rights-of-way were located for the entire length of the route.

2. SANFORD NORTH WRF RECLAIMED WATER AUGMENTATION SYSTEM - The reclaimed water augmentation facility has a design capacity of 7.3 MGD. Assisted the City in obtaining low interest construction loans through the SRF program as well as a matching grant from the US EPA. The final augmentation system improvements include the following improvements: Lake Water Pumping Station and screening facilities, Fifteen (15) deep-bed, continuous backwashing, upflow tertiary filters, 2.0 MG reclaimed water ground storage tank, SCADA system improvements, Ancillary filtration and chemical feed equipment involving the installation of two (2) 4.0 MGD ACTIFLO Treatment Units.

3. SANFORD 1ST STREET STREETSCAPE AND GATEWAY IMPROVEMENTS - Streetscape design package for a 6 block section of historic First Street (approximately 0.40 miles). Designed the roadway, landscape, architecture, and utility plans and prepared specifications for the complete reconstruction of the roadway, including several utility upgrades. LAP Funded and extensive coordination with FDOT.

RANDALL "RANDY" L. ROBERTS, PSM

QA/QC

Years of Experience: 48

Education: Honor Graduate of University of Florida Surveying Program, College of Engineering

Licenses & Certifications:
Professional Surveyor & Mapper - FL (No. 3144)

Key Skills / Qualifications:
- Surveying and Management
- Highway Projects
- Land Development / Commercial and Private Projects
- Municipal Projects
- Subdivision Plats and Lot Surveys
- Sectional Retracement

Overview: Mr. Roberts has more than 48 years of experience and serves the firm of CPH as a Quality Control Survey Manager. Prior to joining CPH, he worked in the Central Florida area and performed boundary, topographic, route, mortgage and as-built surveys, along with preparing subdivision plats, wetland location and FEMA elevation certificates. Mr. Roberts also has experience with utility route surveys including the following: Lake Bryan 69kv line for Florida Power Corporation transmission line through 7 miles in Orange County; and Altamonte 115kv line for Florida Power Corporation transmission line through 11 miles in Seminole County.

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1. AREA IV WELL OUTFITTING AND RAW WATER TRANSMISSION MAIN - Performed a Boundary and Topographic Survey for the City of Titusville along N. Singleton Avenue and Folsom. Road for approximately 29,000 linear feet locating all improvements in the right-of-way for the design of a new raw water main. Close coordination with the City and County was needed in order to provide accurate locations of marked underground utilities along the route. Cross-sections were obtained every 100' along with spot elevations at structures and changes in grade. wetland lines were also located. GPS equipment was used to tie the survey to State Plane Coordinates and to tie previous survey to the north performed by others. All property corners delineating the rights-of-way were located for the entire length of the route.

2. US 17-92 RIVERWALK, PHASE II & III (FDOT LAP) - Phase II - The FDOT LAP project included 1.5 miles of 10-14 foot wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7 mile, 12 ft. wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a Multi-Use Trail, Roadway safety improvements, Traffic Calming design, Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, Way-finding Design, Pedestrian Mid- Block Crossings (Rectangular Rapid Flashing Beacons), Traffic Studies, Survey, and Wetland Mitigation.

3. SR 46 UTILITY RELOCATIONS - CPH provided design, permitting, and CEI services for the relocation of existing utilities along a 2.7 mile stretch of SR 46 between Mellonville Ave. and SR 415. The overall project included 10,100-ft of new 12" water main, 675-ft of new 6"-10" water main, 4,200-ft directional drill 12" water main, 8,100-ft of new 6"-8" force main, 900-ft directional drill 6"-8" force main, 1,590-ft of new 10" sanitary sewer and manholes, 2,350-ft of new 20" reclaimed water main, one new Master Meter Assembly, and the removal of approximately 26,900-ft of existing water main, force main, sanitary sewer, and reclaimed water main.

WILLIAM B. TAMM, CSTII

FIELD CREW MANAGER

Years of Experience: 29

Education: A.A., Seminole Community College
Coursework towards B.A. in Environmental & Civil Engineering, University of Central Florida

Licenses & Certifications:
Certified Survey Technician NSPS, Certification No. 0307-2876, Level II
Intermediate Maintenance of Traffic
OSHA - Construction Safety & Health
First Aid/CPR
3D - Driver Instructor

Key Skills / Qualifications:
- Surveying and Management
- Highway Projects
- Land Development/Commercial and Private Projects
- Municipal Projects
- Field Operations

Overview: Mr. Tamm, with more than 28 years of experience, serves the firm of CPH in the capacity of a Field Crew Coordinator. His experience includes, performing boundary, topographic, tree, as-built and mortgage surveys. Mr. Tamm also has experience in construction layout, wetland location and FEMA Elevation Certificates.

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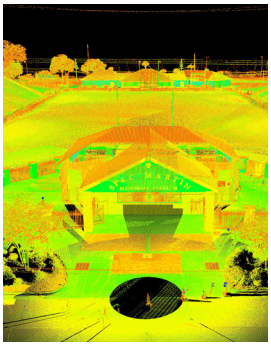

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1. SANFORD 1ST STREET STREETSCAPE AND GATEWAY IMPROVEMENTS - Streetscape design package for a 6 block section of historic First Street (approximately 0.40 miles). Designed the roadway, landscape, architecture, and utility plans and prepared specifications for the complete reconstruction of the roadway, including several utility upgrades. LAP Funded and extensive coordination with FDOT.

2. SPEC MARTIN STADIUM DESIGN CRITERIA PACKAGE - Selected by the City of DeLand for the Spec Martin Stadium Improvements Design/Build Criteria Package. The project required the development of the design/build criteria package and professional services to assist the City during the selection process. Included a new press box, training room and locker room additions. The stadium will be used by the local high school as well as Stetson University; therefore, the stadium improvements were designed to meet collegiate level demands.

3. US 17-92 RIVERWALK, PHASE II & III (FDOT LAP) - Phase II - The FDOT LAP project included 1.5 miles of 10-14 foot wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7 mile, 12 ft. wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a Multi-Use Trail, Roadway safety improvements, Traffic Calming design, Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, Way-finding Design, Pedestrian Mid- Block Crossings (Rectangular Rapid Flashing Beacons), Traffic Studies, Survey, and Wetland Mitigation.

JOHN BACH, CSTII

HIGH DEFINITION SURVEY MANAGER

Years of Experience: 16

Education: Drafting and Design Technologies, 4 Years
Coursework towards A.S. Degree, Seminole Community College

Licenses & Certifications:
Certified Survey Technician NSPS,
Certification No. 0408-3522, Level II

Key Skills / Qualifications:
- Surveying
- Highway Projects
- Land Development/Commercial and Private Projects
- Municipal Projects
- 3-Dimensional Survey Projects
- Elevations & Cross-Sections

Overview: Mr. Bach serves the firm of CPH in the capacity of a Certified Survey Technician Level II/3D Survey. His 16 years of experience include preparing Plats, 3-Dimensional Plans (Elevations & Cross-Sections) and Right-of-Way Plans. Mr. Bach also has experience in performing ALTA/NSPS Land Title Survey, Boundary, Topographic, Route, Mortgage and As-Built surveys. Also, prepare Sketch and Descriptions, write Metes & Bounds legal descriptions for Title closings.

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1. SEMINOLE COUNTY US17/92 CRA STORMWATER MASTER PLAN - The CPH team was selected to create a stormwater master plan for the US 17/92 CRA's 13 mile corridor. The plan includes a GIS database of construction plans, permits, maps and models within the linear corridor. The collected information was used in conjunction with review of existing infrastructure and development trends to support creation of proposed projects that could encourage future redevelopment of parcels along the corridor. Services for this project included: Data collection, review and cataloguing; FEMA floodplain mapping reviews; LiDAR acquisition; Field reconnaissance and surveys; GIS preparation; Drainage model updates in support of existing conditions analyses and BMP design development; Cost estimate preparation including property acquisition estimates; Pollutant loading calculations; and permitting considerations.

2. CITY OF SANFORD'S WATER TREATMENT PLANT NO. 2 – DISINFECTION BY-PRODUCT REDUCTION IMPROVEMENTS - CPH provided the design of improvements to the City of Sanford's Water Treatment Plant No. 2. The improvements were part of an overall project being funded through FDEP # DW590120, to comply with the stage 2 of the Disinfection By-Products Rule. Water Plant No. 2 is rated for 4.6 MGD ADF and furnishes conventional aeration and disinfection treatment prior to distribution to Sanford's water customers. The improvements were designed to remove the organics from the raw water, which were identified as precursors of disinfection by-products (TTHM's).

3. POWELL ADAMS ROAD RURAL TO URBAN FINAL DESIGN - Services included: roadway, coordination/relocation, signal, survey, utility and environmental. The proposed design converted a two-lane rural roadway to a four-lane divided urban roadway. Design included relocating 70 lf 8 inch water main and 1,295 lf 16 inch water main. The Design also included extending an existing 10 inch forcemain 1,180 lf and adjusting the location of 1,000 lf 10 inch forcemain.

KEVIN SCHEEL, CST I

OFFICE PRODUCTION (CADD)

Years of Experience: 21

Education: N/A

Licenses & Certifications:
Certified Survey Technician NSPS,
Certification No. 0307-2100 Level I
MOT Intermediate
OSHA – Construction Safety & Health
First Aid / CPR

Key Skills / Qualifications:
- Surveying
- Land Development/Commercial and Private Projects
- Municipal Projects
- Location & Recovery of Sectional Work
- High Definition Laser Scanning

Overview: Mr. Scheel serves the firm of CPH as a High Definition Laser Scanner Technician and Senior Chief of GPS Operations for our Surveying Department. He has 21 years of experience ranging from commercial and residential surveys to locating and recovering sectional work.

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1. BELLE TERRE PARKWAY FOUR-LANING - CPH provided complete transportation planning and design services including preliminary engineering analysis, pond siting, roadway realignment alternatives, roadway design, drainage design, traffic analysis and design, landscape architecture, utility design and coordination, right-of-way impact analysis and acquisition, design surveying, and environmental services for the Belle Terre Parkway four-laning. The project consisted of reconstructing approximately 4.1 miles of an existing 2-lane rural road to a 4-lane divided urban roadway with four 12-foot travel lanes and two 4-foot bicycle lanes.

2. SANFORD 1ST STREET STREETSCAPE AND GATEWAY IMPROVEMENTS - Streetscape design package for a 6 block section of historic First Street (approximately 0.40 miles). Designed the roadway, landscape, architecture, and utility plans and prepared specifications for the complete reconstruction of the roadway, including several utility upgrades. LAP Funded and extensive coordination with FDOT.

3. PUMP BRANCH DITCH ENCLOSURE - The project consisted of constructing approximately 372-ft of new 7'x7' concrete box culvert to enclose an existing ditch and replace existing 84" culvert along the Pump Branch drainage system between 5th St. and 3rd St., east of Pine Ave. The project included surveying, environmental services (wetlands and ecological), geotechnical investigations, design, and permitting of a ditch enclosure, bidding assistance, and limited construction inspection services.

MICHAEL REIGARD, CST I

HIGH DEFINITION FIELD CREW

Years of Experience: 20

Education: N/A

Licenses & Certifications:
Certified Survey Technician NSPS, Certification No. 0307-2879, Level I
Intermediate Maintenance of Traffic
OSHA - Construction Safety & Health
First Aid/CPR

Key Skills / Qualifications:
- Surveying
- Land Development/Commercial and Private Projects
- Municipal Projects
- Location & Recovery of Sectional Work
- High Definition Laser Scanning

Overview: Mr. Reigard serves the firm of CPH as a High Definition Laser Scanner Technician and GPS Operator for our Surveying Department. He has 20 years of experience ranging from commercial and residential surveys to locating and recovering sectional work.

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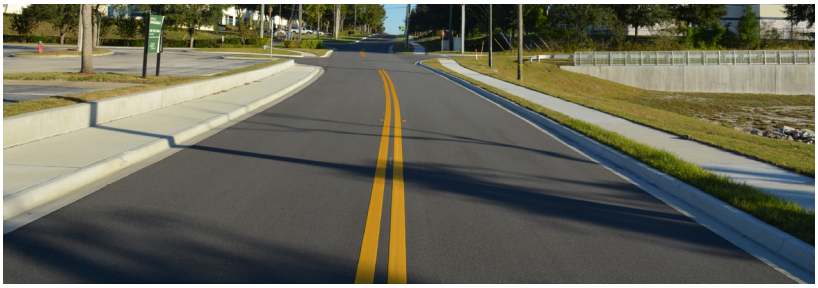

1. AREA IV WELL OUTFITTING AND RAW WATER TRANSMISSION MAIN - Performed a Boundary and Topographic Survey for the City of Titusville along N. Singleton Avenue and Folsom. Road for approximately 29,000 linear feet locating all improvements in the right-of-way for the design of a new raw water main. Close coordination with the City and County was needed in order to provide accurate locations of marked underground utilities along the route. Cross-sections were obtained every 100' along with spot elevations at structures and changes in grade. wetland lines were also located. GPS equipment was used to tie the survey to State Plane Coordinates and to tie previous survey to the north performed by others. All property corners delineating the rights-of-way were located for the entire length of the route.

2. US 17-92 RIVERWALK, PHASE II & III (FDOT LAP) - Phase II - The FDOT LAP project included 1.5 miles of 10-14 foot wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7 mile, 12 ft. wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a Multi-Use Trail, Roadway safety improvements, Traffic Calming design, Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, Way-finding Design, Pedestrian Mid- Block Crossings (Rectangular Rapid Flashing Beacons), Traffic Studies, Survey, and Wetland Mitigation.

3. SAND POND ROAD AND SKYLINE DRIVE - 1.25 Mile project consisted of minor widening, turn lane improvements, safety upgrades and converting the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides. Services included geometric design to correct the horizontal and vertical alignments to comply with current standards, pavement analyses to determine the strength and integrity of the existing base material, hydraulic modeling for the proposed stormwater management system, utility coordination and permitting through SJRWMD and Seminole County.

LAWRENCE G. STOFFEL, CST I

HIGH DEFINITION FIELD CREW

Years of Experience: 19

Education: A.A. in Computer Science, Brown College

Licenses & Certifications:
Certified Survey Technician NSPS,
Certification No. 0409-3770
Level I
MOT Intermediate
OSHA – Construction Safety & Health
First Aid / CPR

Key Skills / Qualifications:
- Surveying
- Land Development/Commercial and Private Projects
- Municipal Projects
- Location & Recovery of Sectional Work
- High Definition Laser Scanning
- Robotic Survey Equipment

Overview: Mr. Stoffel serves the firm of CPH , as a Robotic Crew Chief & GPS Operator for our Surveying Department. He also assists with High Definition Scanning for the Department. He has 19 years of experience ranging from commercial and residential Boundary & Topographic surveys to Construction Layouts.

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2. CITATION PARKWAY IMPROVEMENTS - CPH is providing design for the improvements along Citation Parkway and a portion of Sesame Boulevard. The project area is approximately 0.3 miles long. The project includes extension of Sesame Boulevard to Seminole Woods Boulevard by elimination of the intersection at Citation Parkway and Sesame Boulevard; replacement of the deficient culvert/bridge on Sesame Boulevard; Intersection improvements at Citation Parkway and Seminole Woods Boulevard to include the addition of a left turn and a right turn lane; Intersection improvements at Citation Parkway and Universal Trail, including the addition of a left turn lane; Drainage and utility design; Multi-use path/ passive linear park along the south side of Sesame Boulevard; and a temporary pedestrian crossing and path from Sesame Boulevard to Seminole Woods Boulevard.

3. PALM COAST WELLFIELD DEVELOPMENT, CUP AND POST-CUP COMPLIANCE MONITORING - The City of Palm Coast selected CPH to process a Consumptive Use Permit (CUP) with the SJRWMD and an Environmental Resource Permit (ERP) for the construction of the Water Treatment Plant (WTP) No. 3 with FDEP. CPH was selected by the City to provide civil/site planning and engineering, stormwater, utility and environmental engineering, survey and ecological services for the wellfield development and permitting and WTP design and permitting.

DONALD E. MCKENNA, GISP

GIS MANAGER

Years of Experience: 38

Education: Post Baccalaureate Graduate Certificate in Geographic Information Systems, Pennsylvania State University
B.A. in Geography/Earth Science, Framingham State College

Licenses & Certifications:
Certified Geographic Information Systems Professional (GISP)

Key Skills / Qualifications:
- Geographic Information Systems/Mapping
- Geography
- Civil engineering
- Computer aided design CAD
- Remote Sensing
- Spatial Analysis

Overview: Mr. McKenna serves CPH as Senior GIS Analyst in Environmental Services, with more than 36 years of experience in the Civil Engineering field, as well as Mapping, with the last 38 years in Geographic Information Systems, GIS. Mr. McKenna has a wide range of experience in both the public and private sectors concerning Civil Engineering Design, Construction Project Management, remote sensing, GIS Mapping and Technical support for Water Quality Sampling Devices.

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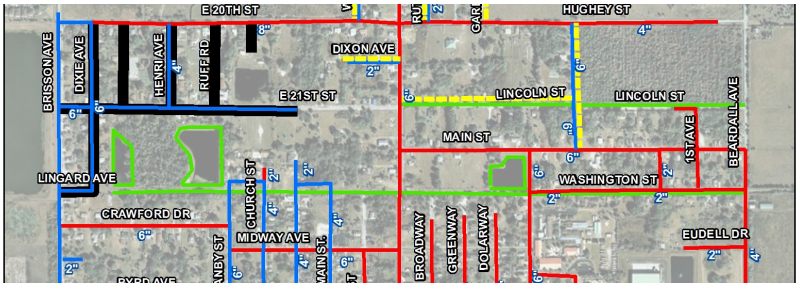

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2. SR-50 UTILITY RELOCATION PROJECT (FDOT JPA) - CPH has provided improvements to over 13 miles of the water distribution system and wastewater collection and transmission system within the SR-50 Corridor, one of the busiest roads in Central Florida. The project included the installation of approximately 5.5 miles of 8, 12, 16, 20 and 24-inch diameter water main and 7.7 miles of 4, 8, 12, 16, 20 and 30-inch diameter force main along SR-50 from West SR-436 to Old Cheney Road (the project). Connection of existing services and lateral mains were required while maintaining service to customers. The project also included the design of 15,000 LF of gravity collection lines ranging in size from 8-inch to 24-inch in diameter; installation of approximately 83 manholes with depths to 20-ft. deep; installation a triplex pump master pump station; removal of certain sections of force main, connection of other force main systems to the gravity collection system, and a new lateral connection to the gravity sewer service on SR 50.

3. MIDWAY UTILITIES REPLACEMENT – PHASE 1, SEMINOLE COUNTY - Provided design, permitting, bidding and CEI services. The Project consists of the Construction of approximately 9600-ft of new 4"-10" water main, water services, and fire hydrants within the Midway residential community located east of Sanford. the construction includes the abandonment in place (via grouting) of existing 6" water main and directional drill construction, and the installation of a new Master Meter Assembly. Includes replacing existing water services between the new mains and existing water meters.

AMY E. DALY, LEED AP

ENVIRONMENTAL

Years of Experience: 29

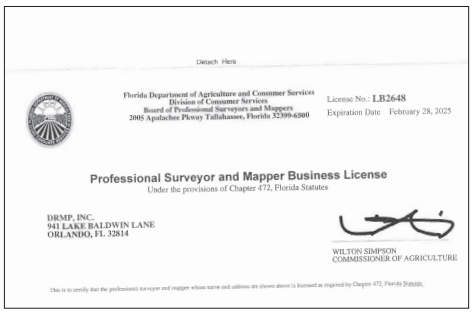
Education: M.B.A., FMU, Summa Cum Laude
B.S. in Biological Sciences, Florida State University
U.S. Army Corps of Engineers Wetland Delineator
Florida Unified Mitigation Methodology Course

Licenses & Certifications:
Qualified Stormwater Management Inspector
Prescribed Burner
Authorized Gopher Tortoise Agent (No. GTA-09-00145)
LEED Accredited Professional

Key Skills / Qualifications:
- Project Management
- Ecological Assessments
- Environmental Permitting
- Mitigation Program Design
- Wetland Delineation
- Land Management
- Consumptive Use Permitting
- Functional Assessments
- Water Quality Monitoring
- Wildlife Assessment, Management, & Permitting

Overview: Mrs. Daly serves CPH as principal environmental scientist. She has 29 years of environmental consulting experience with project management, environmental resource assessments, wetland delineation, permitting, mitigation design and implementation, land management, habitat mapping, jurisdictional determinations, wetland functional analyses, protected wildlife surveys and management programs, field survey design and habitat restoration, tortoise surveys, permitting and relocation including commensal species. Mrs. Daly has served as an expert witness on various environmental matters for condemnation proceedings.

DRMP, INC. (DRMP) was founded in 1977 by a group of engineers and surveyors who recognized a new trend formulating in the marketplace. By providing a collaborative approach of their firm's professional services, their clients were beginning to appreciate and expect the consistency and continuity their projects received. To continue providing these quality services, it was only natural to join forces permanently into one full-service company with a strategic path for expanding services, geographic reach and employee base. Today, DRMP has expanded to 19 offices throughout Florida, Georgia and North Carolina. The firm continues to be ranked annually in Engineering News-Record's "Southeast Top Design Firms" and "Top 500 Design Firms" in the United States and remains focused on the same core principles it was founded upon – expertise, quality, leadership, trust and respect.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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB2648
Expiration Date February 28, 2025

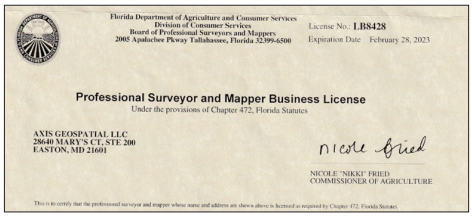
Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

DRMP, INC.
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

AXIS GEOSPATIAL was founded in 2001, AXIS GeoSpatial LLC, a national geocapture firm, employs innovative remote-sensing and measurement technologies to capture geospatial data for integration into civil engineering, land surveying and GIS applications. AXIS is headquartered in Easton, Maryland with additional location in Florida. During the past 20 years, AXIS has applied extensive, proven experience in producing high quality aerial imagery, LiDAR, CADD, GIS and other related geospatial datasets for civil engineering and government clients throughout the US and abroad. Highly trained and experienced Project Managers, Certified Photogrammetrists, CADD personnel, GIS analysts and QA Technicians will ensure project scope and schedule adherence. Contact us today to discuss your next project requiring surveying or mapping services.


Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB8428
Expiration Date February 28, 2023

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

AXIS GEOSPATIAL LLC
28640 MARY'S CT, STE 200
EASTON, MD 21601

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

GREGORY J. CALDERON HERNANDEZ

Subsurface Utility Engineering Group Leader

DRMP

VALUE ADDED TO PROJECT:

+Strong knowledge of various utility designating equipment
+Well-rounded SUE experience
+Completed a Utility Investigation School Program

Years of Experience
13 Total
3 With DRMP

Education
Bachelor of Arts in Marketing,
University of Puerto Rico (Piedras Campus), 2001
Utility Investigation School Program -Utility Engineering, Louisiana Tech University, 2019

Certifications
Utility Investigation School Program, Utility Engineering (SUE), 2019
OSHA 30 Hour Outreach Training for Construction Industry, 2018
OSHA 29 Confined Space Entrant & Entry Supervision Training, 2015
FDOT Advance MOT Certification, 2018
Underground Utility Locator and Field Troubleshooting Certification, 2014
CPR/AED, Standard First Aid & Bloodborne Pathogens, 2018

Software Aptitude
Bluebeam Revu 2018
MicroStation

Gregory "Greg" Calderon Hernandez, serves as the Orlando Subsurface Utility Engineering Group Leader for DRMP's Survey and Mapping/Geospatial Market Sector. His responsibilities include the coordination and supervision of subsurface utility engineering crews, project planning, utility coordination and quality assurance and quality control and preparation of deliverables. Mr. Calderon's technical experience includes subsurface utility designation (CI/ASCE 38-02 QL-B) and location (CI/ASCE 38-02 QL-A) for large right-of-way projects and smaller sites, as well as obtaining survey data for the various types of surveys. He has experience working with utility designating equipment such as Mala GPR (HDR Pro, RAMAC), RD1000 GPR, EM Locators; Vivax vLoc, 3M Dynatel, Subsite and Metrotech.

RELEVANT PROJECT EXPERIENCE

Hazeltine National Drive Alignment, City of Orlando, Orange County, Florida: SUE Manager responsible for overseeing subsurface utility engineering services, Quality Level B (Designates), to map existing underground utilities within the area of interest (Dakota Drive from east end of Hazeltine National Drive to Narcoossee Road). Survey task included setting Horizontal and Vertical Control, topographic survey with 3D Digital Terrain Model along the proposed project alignment, right-of-way survey and recovered the existing alignment of Narcoossee Road north of SR 528 to establish the right-of-way of Narcoossee Road within the project limits.

Maitland Art Center Drainage Rehabilitation, City of Maitland, Seminole County, Florida: SUE Manager responsible for overseeing subsurface utility engineering services, Quality Level A (Locates) and B (Designates), to supplement existing utility data provided by the client and to support the drainage improvement/wall restoration design for the Maitland Art Center.

Continuing Services Contract No. C-A024, FDOT District Five, Florida: SUE Manager for this contract. Task work orders have included conventional survey, right-of-way mapping, final monumentation maps, subsurface utilities and terrestrial LiDAR for in-house FDOT projects and design surveys.

- **SR 600 (US 17/92) John Young Parkway Intersection at Pleasant Hill Road, FDOT District Five, Osceola County**: SUE Manager responsible for subsurface utility engineering services (Quality Level B & A) in support of the redesign and resurfacing of SR 600 in Osceola County. This project also consists of updates to the pedestrian crossings and ADA compliance. Surveys include 3D design survey, locating drainage structures, right-of-way, underground utilities and scan data.

Continuing On-Call Contract, Florida Power & Light, Statewide, Florida: SUE Manager responsible for providing on-call subsurface utility engineering services throughout Florida. DRMP has completed more than 150 task work orders to date with a range of services including GPR and EMI location, construction phase support, utility test holes, utility clearance for proposed pole locations, as well as utility mapping in and around substations.

GABRIEL COLON-RIVERA, PSM

Senior Project Manager

DRMP

VALUE ADDED TO PROJECT:

+Strong knowledge of municipal requirements
+Proven survey project management
+Highly skilled in data processing and calculations

Gabriel Colon-Rivera, PSM, serves as a Senior Project Manager for DRMP's Survey and Mapping/Geospatial Market Sector. He is currently responsible for a variety of projects ranging from as-built surveys, platting, continuing services, roadway design survey, subsurface utility engineering (SUE) and right-of-way mapping for local municipalities and FDOT. His tasks include field supervision, data processing, calculations, contract and project management, proposals and estimates.

RELEVANT PROJECT EXPERIENCE

SR 429 (Wekiva Parkway) from River Oaks Circle to Orange Boulevard, FDOT District Five, Seminole County, Florida: Subsurface Utility Engineering/Survey Manager in support of the design of 3.47 miles of new 4-lane divided limited access highway along with dual 2-lane frontage roads. Subsurface utility engineering/survey tasks included secondary horizontal and vertical control, utility designating (ASCE Quality Level B) and locating (ASCE Quality Level A) SUE within the project corridor and side streets. A small segment of utilities from the 3-D Radar Tomography designating results were incorporated and merged with the overall utility survey file. Additional services provided for this project included utility coordination to identify utility owners to facilitate discussion between and the multiple utility owners to come to a satisfactory resolution of utility conflicts.

Progress Point, City of Winter Garden, Orange County, Florida: Survey Manager involved in providing a design survey and subsurface utility engineering of four city owned parcels. Project includes Digital Terrain Model full cross sections of Cypress, Palmetto and Denning and the south half of Orange Avenue and extending 50 feet past the end of the property on Orange and Cypress from Mobile LiDAR. In addition, design survey of all four parcels, designation of all existing underground utilities and performed test holes for utility conflicts.

SR 520/West Cocoa Beach Causeway, FDOT District Five, Lake County, Florida: Project Surveyor involved in providing a design survey and subsurface utility engineering in order to assist the design process on SR 520/West Cocoa Beach Causeway from East of Milford Point Drive to East of Cape Canaveral Hospital Entrance. Project includes extraction of 2D Planimetric and topographic features from Mobile LiDAR due to safety concerns in the corridor, recover alignment to depict apparent right-of-way, designation of all existing underground utilities from edge of payment to edge of payment and multi-purpose trail.

Years of Experience
26 Total
3 With DRMP

Professional Registration
Professional Surveyor and Mapper
No. 7114, Florida, 2016

Professional Land Surveyor
No. 24885, Puerto Rico, 2014

Certifications
TTC Utility Investigation School,
40 Professional Development Hours
Trenchless Technology Center, 2018

FDOT Approved Temporary Traffic Control (TTC), Advanced Course, Certificate No. 32662, FDOT Provider # 37, 2017, Refresher 2021

IdentTrust Digital Certificate

Education
Bachelor of Science in Land Surveying,
Polytechnic University Puerto Rico, 2016

Software Aptitude
AutoCAD Civil 3D
CAiCE
EFB Desktop
Lecia Geo Office
MicroStation with GEOPAK
OpenRoads Designer
TopoDOT
Trimble Business Center

Professional Affiliation
Florida Surveying and Mapping Society
Professional College of Engineers
Land Surveyors of Puerto Rico

FRANK LOPEZ, PSM

Project Manager

DRMP

VALUE ADDED TO PROJECT:

+Project inspection and quality control expertise

+Thorough experience ensuring contractor compliance with Federal and Local pollution laws

Frank Lopez, PSM, serves as the Orlando Survey Department Manager for DRMP's Survey and Mapping/Geospatial Market Sector. He serves as a Project Manager for both public and private sector clients specializing in design surveys, right-of-way surveys, continuing contract services, terrestrial mobile LiDAR, subsurface utility engineering, boundary and topographic surveys. He is currently responsible for client management coordination, business development, field crew assignments, project estimation, office production and quality control on a variety of projects ranging from as-built surveys, platting, underground utility survey, roadway design survey and right-of-way mapping.

Years of Experience
21 Total
4 With DRMP

Professional Registration
Professional Surveyor and Mapper, No. LS7001, Florida, 2014
Professional Surveyor No. 20094, Puerto Rico, 2004

Certifications
FDOT Temporary Traffic Control (TTC) Intermediate Course

Education
Bachelor of Arts inLand Surveying, University of Puerto Rico, 2001

Professional Affiliation
National Society of Professional Surveyors
Florida Surveying and Mapping Society
College of Engineers and Land Surveyors of Puerto Rico

Software Aptitude
AutoCAD Civil 3D
ArcGIS
Electronic Field Book Processing
GEOPAK
MicroStation SS10
TopoDOT
Trimble Business Center
OpenRoads Designer CONNECT

RELEVANT PROJECT EXPERIENCE

Continuing Survey Services, City of Winter Park, Orange County, Florida: Survey Project Manager responsible for providing surveying and mapping services to the City of Winter Park. Survey services include boundary surveys, specific purpose surveys, topographic surveys, right-of-way surveys, subsurface utility engineering, construction layout, design support services and legal descriptions.

Reams Road Final Design, Orange County, Florida: Survey Manager responsible for providing design survey and subsurface utility engineering services in support of the final design and preparation of construction plans for Reams Road from Fiquette Road to Taborfield Avenue (three miles). The project consists of widening, milling and resurfacing, stormwater treatment facilities, permitting, maintenance of traffic, utility coordination, signing and pavement marking, signalization, lighting, geotechnical services, contamination review, survey and development of right-of-way maps. Surveying services include establishing horizontal and vertical control, terrestrial mobile LiDAR scanning, topographic survey, 3D Digital Terrain Model, drainage survey, project network control sheets, subsurface utility designation (Quality Level B) and utility locates (Quality Level A) for the 3D modeling of existing underground utilities.

Continuing Services Contract C-A024, FDOT District Five, Various Counties, Florida: Survey Project Manager for this contract. Task work orders have included conventional survey, right-of-way mapping, final monumentation maps, subsurface utilities and terrestrial LiDAR for in-house FDOT projects and design surveys.

- **SR 600 - John Young Parkway at Pleasant Hill Road, FDOT District Five, Osceola County, Florida**: Surveyor-in-Charge responsible for quality control and oversight of surveying activities, mobile scanning, extraction of scan data and subsurface utility engineering services in support of the redesign of SR 600 (John Young Parkway) at the intersection of Pleasant Hill Road. Surveys include 3D design survey, locating drainage structures, right-of-way, underground utilities and mobile scan data.

STEVEN B. SMITH, CST I

Crew Chief

DRMP

VALUE ADDED TO PROJECT:

+Experience as a field crew member and leader
+Highly skilled at SUE data collection
+Well-versed in various SUE equipment

Years of Experience
13 Total
8 With DRMP

Education
High School Diploma

Certifications
Certified Survey Technician I 06/30/2023
FDOT Maintenance of Traffic 03/26/2025
Adult, Child, Infant CPR & AED Training 08/27/2023
Staking University Utility Locator Certification

Equipment
Auto Levels (Topcon, Sokkia, Trimble)
Total Station (Topcon, Sokkia, Trimble)
Trimble GPS System (5700, R8, R10)
RD1000 Ground Penetration Radar
Mala Easy Locator Ground Penetration Radar
Radio Detection 8100 EM
Vivax EM
Topcon Instruments
Leica Instruments

Software Aptitude
Electronic Field Book
TDS Survey Pro
Carlson Survey Data Collection
Trimble Access Data Collection
EFB Data Collection

Steven B. Smith, CST I, serves as a Crew Chief for DRMP's Survey and Mapping/Geospatial Market Sector. In this capacity, he is responsible for assisting the utility coordinator by providing subsurface utility designation (CI/ASCE 38-02 QL-B) and location (CI/ASCE 38-02 QL-A), field reviews and collection of utility data, reading and interpreting plans and specifications, setting up and running GPS equipment, obtaining inverts and accurate pipe sizes, and daily downloads of survey data. Mr. Smith has experience working with utility designating equipment such as Mala GPR (HDR Pro, RAMAC), RD1000 GPR, EM Locators; Vivax vLoc, 3M Dynatel, Subsite for utility designation.

RELEVANT PROJECT EXPERIENCE

SR 528 (Beachline) Widening from I-4 to Florida's Turnpike (MP 0-4.3), Florida's Turnpike Enterprise, Orange County, Florida: Served as Utility Technician responsible for SUE data collection and Quality Level A and B utilities for design topo from I-4 to Turnpike for the $92.5 million project widening of 4.3 miles of SR 528 from a 4-lane to 8-lane limited access toll facility. Structural improvements included the widening of six bridges with Florida-I Beams, replacement of one bridge and the addition of two ramp bridges, cantilever and span structures, bridge mounted sign structures, mast arms, box culvert extension, noise walls and intelligent transportation system structures. Plans included design of toll gantry, roadway, drainage, signing and pavement markings, maintenance of traffic, structures, lighting, signals, intelligent transportation systems, environmental permitting and surveying.

SR 408 Widening from SR 417 to Alafaya Trail (Project No. 408-128), Central Florida Expressway Authority, Orange County, Florida: Utility Technician responsible for SUE data collection and Quality Level A and B utilities for design and widening. Survey services include establishing project alignment, topographic survey with Digital Terrain Model (DTM), drainage survey, utility location with SUE, bridge survey, jurisdictional line survey and right of way location. This project was for the $78 million widening of a limited access toll facility from 4-lanes to 6-lanes from SR 417 to Alafaya Trail. There are four existing SR 408 bridge crossing sites, including the Little Econlockhatchee River, Rouse Road, Kehoe Boulevard and Alafaya Trail. SR 408 over the Little Econlockhatchee River includes widening both to the inside as well as closing a ramp gore for safety improvements. The Rouse Road Bridge includes widening to the inside. The Kehoe Bridge includes widening to both the inside and outside. The SR 408 over Alafaya Trail bridge replacement uses Florida-U 72 Beams and eliminates an existing median pier allowing an additional turn lane below the crossing. Other project design elements include complex maintenance of traffic, drainage design, permitting, signing and pavement marking, lighting, signalization, intelligent transportation systems, utility coordination and geotechnical.

I-95 Lighting at LPGA, US 1, Old Dixie Highway, FDOT District Five, Volusia County, Florida: Utility Technician on survey crew for data collection for design survey in support of lighting design at the interchanges.

Bruce Lewis, PLS, PSM
Professional Land Surveyor in Charge
AXIS GeoSpatial LLC

Summary

Bruce E. Lewis has over 37 years of experience in Land Surveying in the public and private sectors in New Jersey, Pennsylvania, and Florida. He is responsible for aerial ground control surveys, boundary surveys, topographical surveys, and construction stakeout surveys of large and small land development projects. Mr. Lewis coordinates all survey activities and provides oversight for survey projects for a variety of clients to assure client requirements and specifications are met. Mr. Lewis is the Surveyor and Mapper of record for all photogrammetric mapping projects prepared by AXIS within the State of Florida.

Education

Certificate / Land Surveying / Rutgers University / 1971
Continuing Education Courses / Attendance at Conferences and Seminars:

- Pennsylvania Society of Land Surveyors
- New Jersey Society of Land Surveyors
- Florida Surveyor and Mappers Society
- American Society for Photogrammetry and Remote Sensing

License

Professional Land Surveyor

- NJ License No. 24GS03585200
- PA License No. SU048617R
- FL License No. LS6700

Surveyor Photogrammetrist VA License No. 0408000091

Relevant Project Experience

Peace River Watermain – as Surveyor of Record, Mr. Lewis was responsible for project oversight, review, and approval signature for this 50-scale planimetric mapping, DTM including gridded masspoints derived from bare-earth lidar, TIN, & 1ft Contours in addition to 0.25' GSD orthoimage tiles. He ensured client CAD standards and layering structure requirements were met.

Osceola County – Serving as PSM in Charge; Mr. Lewis setup control layout for this project. Project included 30-scale planimetric mapping, DTM and 1' contours and .2' GSD pixel orthoimages in GeoTIFF format for 1,320 acres in Kissimmee FL. Mr. Lewis reviewed all data deliverables to ensure completeness and accuracy.

Port Manatee (Manatee County, FL) - Serving as PSM in Charge; Project PM, Mr. Lewis managed the aerial imagery & LiDAR acquisition, ground control locations, AT review, reviewed DTM surface, QA/QC of map and ortho imagery files. All data was reviewed by Mr. Lewis, our Florida Registered Surveyor and Mapper to ensure completeness and accuracy.

Dave Rorrer, Certified Photogrammetrist
Processing Manager
AXIS GeoSpatial LLC

Summary

Mr. Rorrer has over 38 years experience in all phases of photogrammetry. From capturing aerial imagery and lidar to managing a QA/ QC department, Mr. Rorrer's skills and experience has been relied upon for many small & large scale projects. His responsibilities include managing several large, multi-year projects consisting of hi-definition lidar, photogrammetry, remote sensing, GIS, cadastral and several other related mapping sciences. is responsible for day-to-day production operations. He monitors project schedules and resources to deliver a quality product to clients in a timely manner.

Education

Professional Training – Surveying, Photogrammetry

Project Management Training

License

ASPRS Certified Photogrammetrist # R1047

Certified Professional Photogrammetrist # 0408000151 - State of Virginia April 14, 2010

Relevant Project Experience

Peace River Watermain - Mr. Rorrer managed technical teams to ensure project schedule and contract requirements were met for this project in Sarasota FL. He provided oversight for AXIS in-house QA/QC program.

Brevard County - South Central WRF - Mr. Rorrer managed all phases of production activities for this design scale mapping project in Melbourne FL. He managed the team to complete aerial acquisition, aerotriangulation, 0.25ft GSD orthoimagery, 30-scale planimetrics, DTM, TIN & 1' topographic data, Quality Control and final preparation and packaging of all deliverables.

Taylor Creek - As production manager Mr. Rorrer was in charge of all phases of production activities including imagery and lidar acquisition, aerotriangulation, LiDAR classification, 0.25' GSD ortho processing and QA/QC of final deliverables.

Port Manatee - Manatee County, FL - Mr. Rorrer reviewed the imagery for coverage and orientation, set-up and processed the analytical triangulation (AT) solution; he reviewed and edited the bare earth LiDAR data set, Stereo digitized the planimetric data at 1"=40' scale; Stereo digitized breaklines to add definition to the bare earth surface. He also provided QA/QC and generated the final 0.5' GSD digital ortho imagery.

Please see the table below depicting our proposed team members registered licenses and professional certifications. A copy of CPH's professional license can also be found on page XX.

Name	Proposed Role	FL License No.
Thomas J. Galloway, PSM	Principal-in-Charge	Professional Surveyor & Mapper - FL (No. 6549)
Paul J. Katrek, PSM	Project Manager	Professional Surveyor & Mapper - FL (No. 6233)
Randall "Randy" L. Roberts, PSM	QA/QC	Professional Surveyor & Mapper - FL (No. 3144)
William B. Tamm, CSTII	Field Crew Manager	Certified Survey Technician NSPS, Certification No. 0307-287
John Bach, CSTII	High Definition Survey Manager	Certified Survey Technician NSPS, Certification No. 0408-3522, Level II
David Sullivan, CST I	Conventional Field Crew	Certified Survey Technician NSPS, Certification No. 0807-3129, Level I
Kevin Scheel, CSTI	Office Production (CADD)	Certified Survey Technician NSPS, Certification No. 0307-2100, Level I
Michael Reigard, CSTI	High Definition Field Crew	Certified Survey Technician NSPS, Certification No. 0307-2879, Level I
Erik Hatecke, CSTI	High Definition Field Crew	Certified Survey Technician NSPS, Certification (No. 0409-3765), Level I
Amy E. Daly, LEED AP	Environmental	Authorized Gopher Tortoise Agent (No. GTA-09-00145) LEED Accredited Professional
Donald E. McKenna, GISP	GIS Manager	GIS Professional (no. 49514)
Donald E. McKenna, GISP	GIS Manager	GIS Professional (no. 49514)
Bruce Lewis, PLS, PSM	Aerial Photogrammetry	Professional Land Surveyor (No. LS6700)
Dave Rorrer, Certified Photogrammetrist	Aerial Photogrammetry	ASPRS Certified Photogrammetrist # R1047
Gregory J. Calderon Hernandez	Subsurface Utility Exploration	Utility Investigation School Program, Utility Engineering (SUE), 2019
Gabriel Colon-Rivera, PSM	Subsurface Utility Exploration	Professional Surveyor and Mapper - FL (No. 7114)

Name	Proposed Role	FL License No.
Frank Lopez, PSM	Subsurface Utility Exploration	Professional Surveyor & Mapper - FL (No. LS7001)
Steven B. Smith, CST I	Subsurface Utility Exploration	Certified Survey Technician NSPS, Certification No. 0307-2879, Level I

LICENSES & CERTIFICATIONS

PROFESSIONAL ENGINEERS

Licensee Information

Name:	CPH, LLC (Primary Name)
	CPH (DBA Name)
Main Address:	500 W FULTON STREET SANFORD Florida 32771
County:	SEMINOLE
License Location:	500 WEST FULTON STREET SANFORD FL 32772
County:	SEMINOLE

License Information

License Type:	Registry
Rank:	Registry
License Number:	3215
Status:	Current
Licensure Date:	04/22/1981
Expires:	

ARCHITECTURE

Licensee Information

Name:	CPH LLC (Primary Name)
	CPH CONSULTING, LLC (DBA Name)
Main Address:	500 WEST FULTON STREET SANFORD Florida 32771
County:	SEMINOLE

License Information

License Type:	Architect Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	04/04/2005
Expires:	

Special Qualifications	Qualification Effective
Fictitious Name	04/04/2005

LANDSCAPE ARCHITECTS

Licensee Information

Name:	CPH CONSULTING LLC (Primary Name)
Main Address:	500 W FULTON ST SANFORD Florida 32771
County:	SEMINOLE

License Information

License Type:	Landscape Architecture Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	07/11/2022
Expires:	

State of Florida
Department of State

I certify from the records of this office that CPH, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on May 31, 2022.

The document number of this limited liability company is M22000008499.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 5, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of January, 2023

Secretary of State

Tracking Number: 5848158904CC

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

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

SURVEYORS & MAPPERS

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB7143
Expiration Date February 28, 2023

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

CPH, LLC
500 W FULTON ST
SANFORD, FL 32771-1220

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

CLIENT REFERENCES

We have worked with many of our clients for more than 41 years. These long term relationships have afforded us many opportunities to meet our client's needs and perform municipal surveying and mapping services. Over the years, as their population increased, regulations changed, or needs changed, CPH acted as their continuing design firm providing planning for improvements, design, funding assistance, and construction administration. The team has extensive experience in working under continuing contracts and is available for planned projects as well as unplanned emergencies. Below is a sample of the projects we have completed under our continuing contracts.

Client	Project
UTILITIES COMMISSION NEW SMYRNA BEACH (UCNSB) Dana Hale, P.E. Phone: 386.424.3037 Email: dhale@ucnsb.org	• Turnbull Bay Road Line 17 Reconductoring
TOHOPEKALIGA WATER AUTHORITY Georg Eversole, P.E. Phone: 407.944.5000 Email: geversole@kissimmee.org	• N. Poinciana Blvd. Roadway Repair • Lift Station By-Pass Pumps • Payment Kiosks at Mann Street & Country Club Road
SEMINOLE COUNTY PUBLIC SCHOOLS Joan VanSickle Phone: 407.320.0062 Email: vansijz@scps.k12.fl.us	• Seminole County Public Schools- Lake Howell Project

OSCEOLA COUNTY SCHOOL DISTRICT
John P. Davis
Phone: 407.518.2964
Email: davisjp@osceola.k12.fl.us
	• Osceola County – Multiple School Sites
	  • Bellalago Charter Academy – Kissimmee, FL
	  • Celebration High School – Celebration, FL
	  • Reedy Creek Elementary School – Kissimmee, FL
	  • St. Cloud High School – St. Cloud, FL

CITY OF ORANGE CITY Migdalia Hernandez, Public Works Director Phone: 386.775.5446 E-Mail: mhernandez@ourorangecity.com	• Orange City Monastery Road Survey
CITY OF SANFORD (SINCE 1958) Bilal Iftikhar, P.E., Public Works Director Phone: 407.688.5000 E-Mail: bilal.iftikhar@sanfordfl.gov	• US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Regional Reclaimed Vol-Sanford Interconnect • Max West Gasification System • Mill Creek Drainage Basin Improvements • East Lake Mary Blvd. Segment I - Utility Improvements • Sanford South Water Resource Center Facility Improvements • St. John Pkwy. Phase II & III Roadway Project • Magnolia Avenue Reclaimed Watermain Extension

02. FIRM'S OFFICE LOCATION & OTHER FORMS

OFFICE LOCATIONS

CPH has ten (10) offices in the State of Florida with support of approximately 290+ personnel throughout the company to assist in the projects for the City of Ocoee. The City will have the direct commitment of the CPH Orlando office, located at **1117 E Robinson Street, Orlando, FL 32801**. The Orlando office is staffed with employees that include registered personnel, administrative staff, and owners of the firm to accomplish the projects on time and within budget. The map above shows the City of Ocoee along with the local office for CPH.

OFFICE LOCATION	APPROXIMATE DISTANCE FROM CITY OFFICES
CPH ORLANDO	**15** Miles (**22** Minutes)
CPH SANFORD	**40** Miles (**43** Minutes)

EXHIBIT "A"
RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

CPH, LLC
Firm Name

Signature

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP/Chief Strategy and Success Officer
Name and Title (Print or Type)

02/27/2023
Date

EXHIBIT "B"
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Respondent: CPH, LLC.

Signed: _____

By: Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
(Print or Type Name)

Title: Chief Strategy and Success Officer

Date: 02/27/2023

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-006

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

CPH, LLC.
COMPANY NAME

(407) 322-6841
TELEPHONE (INCLUDE AREA CODE)

(407) 330-0639
FAX (INCLUDE AREA CODE)

info@cphcorp.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
Chief Strategy and Success Officer
NAME/TITLE (PLEASE PRINT)

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

117 East Robinson Street
STREET ADDRESS

Orlando FL 32801
CITY STATE ZIP

FEDERAL ID # 59-2068806

_____Individual _____Corporation _____Partnership _X_Other (Specify) Limited Liability Company

Sworn to and subscribed before me this 27th day of February, 2023.

Personally Known X or

Produced Identification_____

(Type of Identification)

Notary Public - State of Florida
County of Seminole

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

DONNA L. THOMAS
MY COMMISSION # GG 938626
EXPIRES: December 14, 2023
Bonded Thru Notary Public Underwriters

4. The bid protest **shall** be filed with the Purchasing Analyst with a copy to 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.

I. 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 contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, then please say so.

Please see attached

(Attach additional sheets if necessary)

J. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. 1 Dated March 2nd, 2023
No._____ Dated _____
No._____ Dated _____

END OF INSTRUCTIONS

SUMMARY OF LITIGATION

The following cases have all been settled:

Nailya Harnisch as Personal Representative of the Estate of Dennis J. Harnisch vs. Wal-Mart Stores East, LP, CPH, Inc. a/k/a CPH Engineers, Inc., and Sleiman Enterprises, Inc. Case No. 2020 CA 3252 Division: CV-C; Policy No. RDP0042906

Origination Date – August 2021 *Settlement Date – June 2022*

CPH was named in a suit along with Wal-Mart and Sleiman related to a pedestrian being hit by a vehicle while traversing a pedestrian crosswalk located in a Wal-Mart parking lot. The pedestrian passed away 6 days later. CPH designed the Wal-Mart parking lot and the suit alleges professional negligence. Further, the driver of the car was a Wal-Mart employee high on marijuana whose sole negligence was the cause of the accident. The suit was filed past the Statute of Limitations; with no basis for negligence related to services provided by CPH therefore we filed for dismissal and were granted a Summary Judgement and case was dismissed on June 28, 2022.

City of Fernandina Beach vs. CPH Engineers, Inc. et al Case No. 2014-CA-343 Division: CA; Policy No. RDP0018939

Origination Date – December 2014 *Settlement Date - November 2021*

The City of Fernandina Beach filed suit in relation to a subdivision which had two streets having groundwater flowing over the curb and draining into the street for a distance of about fifty yards on each street. The subdivision was designed by another engineer and CPH assisted the developer during construction. The project was built seventeen years ago and only had the problem 10 years after construction. CPH is investigating the matter and it appears a new pond was built in the area and the outfall of the storm system is not functioning correctly. We attempted to work with the City to resolve the issue; however, CPH was not the original Design Engineer nor did this issue occur until many years after project completion; therefore, CPH did not feel that we were liable on either of these counts. After many years of discussion on the appropriate resolution to correct the issues, CPH agreed to settle this case in November/2021 for $140,000 to avoid any additional litigation costs. CPH continued to work for the City throughout the litigation including being reselected to provide services to the City and made a business decision to settle the matter even though there was no negligence in CPH services.

RFQ #23-006

Continuing Contract for Surveying and Mapping Services

Presented to:

City of Ocoee
150 North Lakeshore Drive.
Ocoee, Florida 34761

Presented by:

Barnes, Ferland and Associates, Inc.
1230 Hillcrest Street, Suite 100
Orlando, Florida 32803

March 7, 2023

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March 3, 2023

City of Ocoee
150 North Lakeshore Drive
Ocoee, FL 34761

SUBJECT: RFQ #23-006 Continuing Contract for Surveying and Mapping Services

Barnes, Ferland and Associates, Inc. (aka BFA Environmental) is pleased to present to the City of Ocoee an electronic copy in PDF format of our Statement of Qualifications in response to the City's Request for Qualifications RFQ No. 23-006, Continuing Contract for Surveying and Mapping Services. BFA has assembled a project team which is eminently qualified and experienced to meet the full range of the City's surveying and mapping needs.

BFA is a multi-disciplinary environmental engineering, surveying/mapping and hydrogeological consulting firm. We provide our clients with comprehensive services related to survey, subsurface exploration, utility coordination, and utility relocation of existing utilities located within State, County and City rights-of-way subject to roadway widening and improvement projects. BFA is committed to providing reliable, responsive, cost-effective and high-quality services to both our large and small clients.

BFA is also a State of Florida certified MBE firm. We were incorporated on April 5, 1994, with our main headquarters in Orlando and satellite offices in Miami and West Palm Beach, Florida and New Orleans, Louisiana. We have provided environmental, and water/wastewater engineering services in Central Florida for 25 years. In 2009 we added surveying and mapping as a discipline we provide in-house and shortly thereafter we added subsurface utility engineering (SUE) services to round out our full-service survey division.

The BFA Surveying and Mapping Department relies on highly qualified and experienced staff and provides Boundary Surveys, Horizontal and Vertical Control Surveys, Topographic Surveys for Engineering Design, Construction Staking, As-Built Surveys, Legal Descriptions and Specific Purpose Surveys. BFA has been providing survey services since 2009 to clients including Orange County Utilities and Public Works, Cities of Orlando, Ocoee and Longwood, Greater Orlando Aviation Authority, Florida Department of Transportation and numerous local firms as a subconsultant for survey and mapping services. We maintain cutting edge survey equipment to provide cost effective and accurate survey solutions.

Within our submittal, BFA provides the following evidence of our expertise and qualifications for the City of Ocoee's consideration:

- A highly qualified local team of professionals with significant relevant and recent experience on projects similar to the scope of work requested in the City's RFQ.
- The BFA Team members have a successful history of working on similar continuing consulting service contracts for surveying and mapping, including the City of Ocoee.

1230 Hillcrest Street • Suite 100 • Orlando, FL 32803
Office (407) 896-8608 • Fax (407) 896-1822

- Our working Principals are capable of committing the resources necessary for completing project assignments on time and on budget.
- Our reputation for providing personal attention to the client's unique and special needs, and high quality-affordable service.

In closing, we greatly appreciate the opportunity to present our professional qualifications for your thoughtful consideration and sincerely look forward to continuing our professional relationship with the City of Ocoee.

Sincerely,

Barnes, Ferland and Associates, Inc.

Willie E. Thomas, P.E.
President

SECTION 1
STATEMENT OF QUALIFICATIONS

a. Introduction to the Firm

Barnes, Ferland and Associates, Inc. (BFA Environmental) is a civil/environmental engineering, hydrogeological consulting, and surveying/mapping firm that specializes in the design and construction management of water, wastewater, and reclaimed water infrastructure improvements; water and wastewater treatment plant designs; water, wastewater, and reuse water system planning; utility coordination, survey, subsurface exploration, protection and utility relocation of existing utilities; water resources management and supply; hydrogeological and wellfield development; aquifer storage and recovery (ASR); solid and hazardous waste management; and environmental and contamination assessment solutions.

Barnes, Ferland and Associates, Inc. is a Corporation formed on April 5, 1994 in the State of Florida and BFA Environmental is a Fictitious Name filed under the Corporation.

BFA is a certified minority business with the State of Florida and numerous local government agencies. (Copy of Certification is provided in Section 2.b). We are committed to providing reliable, responsive, cost-effective, and high-quality design services to both our municipal/utility and engineering consulting clients. BFA is a Florida firm with its main headquarters in Orlando, Florida and satellite offices in Miami and West Palm Beach, and New Orleans, Louisiana.

BFA is staffed by five (5) professional engineers, three (3) project engineers, two (2) professional geologists, a professional hydrologist, a professional surveyor, a SUE utility coordinator, two (2) environmental scientists, and twelve (12) technical and administrative support staff. Since BFA's inception, our focus has been on building trust, and providing exceptional service and attention to our clients.

Surveying and Mapping

The BFA Surveying and Mapping Department relies on highly qualified and experienced staff and provides Boundary Surveys, Horizontal and Vertical Control Surveys, Topographic Surveys for Engineering Design, Construction Staking, As-Built Surveys, Legal Descriptions and Specific Purpose Surveys. BFA has been providing survey services since 2009 to clients including Orange County Utilities and Public Works, Cities of Orlando, Ocoee and Longwood, Greater Orlando Aviation Authority, Florida Department of Transportation and numerous local firms as a subconsultant for survey and mapping services. We utilize a variety of cutting edge survey equipment to provide cost effective and accurate work.

Subsurface Utility Engineering

Our experienced and knowledgeable staff maintains productive and ongoing relationships with the various utility agencies, local municipalities, and FDOT agencies. BFA is a member of the Sunshine One Call system. Uses for Subsurface Utility Engineering (SUE) includes Utility locating, pot holing, trenching, pole/ sign and mast arm clearing, manhole or valve box cleanout and lift stations. SUE services when complimenting a survey and mapping project provides the client a seamless and complete picture of what is underground with a precise horizontal and vertical location as well as the size, material and type of utility.

Our Team has a wide range of experience and expertise in the use of state-of-the-art technology to meet project objectives. Examples of innovative methods and technology include ground penetrating radar (GPR) and vacuum excavation to verify existing utility information; provides SUE services along with our survey services as a one-stop shop; we utilize two different types of GPS

systems (Topcon and Trimble); and we also utilize Topcon Digital Level which processes data faster, more accurately and cost effectively.

The City of Ocoee is the primary member of our team with Barnes Ferland and Associates, Inc. (BFA) being an extension of the City staff working with you to provide you with quality professional survey and mapping services. We will coordinate with designated City staff members and communicate to keep you informed and involved with each phase of a project.

Proposed Project Team

Willie E. Thomas, P.E.
Principal-in-Charge

29 years of experience
B.S. Civil Engineering
Professional Engineer Florida 57612

Mr. Thomas will serve as Principal-in-Charge, responsible for the overall management of all City of Ocoee projects.
Mr. Thomas has over 29 years of experience in utility and municipal engineering, master planning, water resources engineering, design and construction of water and wastewater treatment facilities, effluent reuse and disposal, water distribution/transmission and pumping systems, wastewater collection/transmission and pumping systems, and well field development and well pumping systems. Capabilities include the knowledge and utilization of GIS platforms for spatial analysis of various types of feature sets and geodatabase files. Mr. Thomas also has experience evaluating and designing wastewater, potable water, and reuse water conveyance systems using various hydraulic modeling platforms and integration with GIS Mapping. As President and a Senior Project Manager at BFA, Mr. Thomas supervises and coordinates various engineering and project management activities related to BFA staff members and subconsultants ensuring project objectives, schedules and client expectations are met. Responsibilities also include management and coordination of survey services required for infrastructure design.

Genel (Jay) Sturgeon, PSM
Vice President, Survey Division Manager

38 years of experience
Professional Surveyor and Mapper LS 5866

Mr. Sturgeon will serve as the Vice President, Division Manager and Surveyor in Responsible Charge for all work on this contract and will be the point of contact regarding all task assignments and work orders. He will be the signatory for all contracts and work orders and will work directly with city personnel in the development and execution of survey and subsurface utility engineering (SUE) assignments and ongoing stages of all projects. Mr. Sturgeon has 38 years of surveying and mapping experience specializing in ALTA/ACSM surveys, boundary, topographic with contours and volumes, as-built, construction, design surveys, route surveys, GIS, control surveys vertical and horizontal, sections and township surveys and platting. He is also highly experienced in performing utility designations and SUE utilizing geophysical locating equipment, ground penetrating radar (GPR), and vacuum excavation equipment. 26 years of Autocad / Carson Software experience.

David Ragland, CST III
Survey Crew Chief/ SUE Supervisor

29 years of experience
Certified Survey Technician – Level III for Construction and Boundary Survey

Mr. Ragland has over 29 years' experience and is responsible for the performance of field operations on Boundary Surveys, Topographic Surveys and Control Surveys as well as Subsurface Utility Exploration including the marking and designating underground utilities and excavation for positive location and identification to aid the engineering design of new facilities.

Christopher Norwood
Survey Party Chief

Mr. Norwood has over 17 years' experience and is responsible for boundary, topographic, section surveying, control horizontal and vertical, GPS and data collection.

17 years of experience

Horace Wynter
Utility Coordinator

Mr. Wynter has over nine years' experience and is responsible for Subsurface Utility Engineering, utility designation, utility excavation, airport's, topographic, pump stations and data collection.

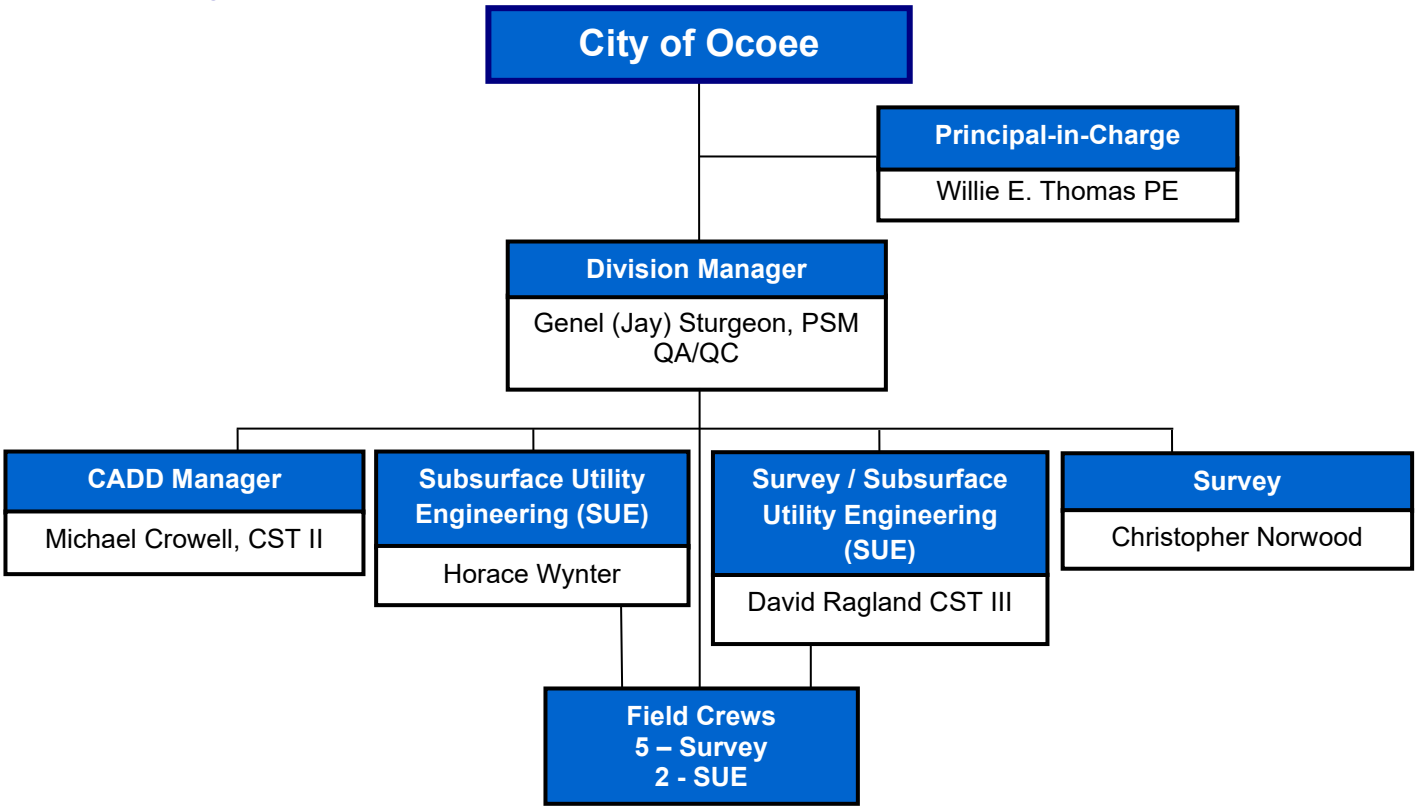
9 years of experience

Michael Crowell, CST
Survey CADD Manager

25 years of experience
Certified Survey Technician – Level II, Office
Autodesk Certified Professional, AutoCAD Civil 3D

Mr. Crowell has over 25 years of surveying experience. He applies knowledge of AutoCAD Civil 3D, standards of practice and field operations in the production of various land surveying projects including boundary, topographic, wetlands, coastal construction control lines, mean high water line, utility as-builts, subdivision plats, right-of-way, ALTA/ACSM, construction staking calculations and writing and sketching legal descriptions. Assists Project Engineers in the production of a variety of engineering projects including water treatment plants, roadway, civil site plan and profiles, and various water, sewer and storm water utility projects. Applies knowledge of land surveying field and office operations to process and reduce survey field data in addition to providing research and calculation data for survey field crews. Supervises survey field personnel in day to day operations and the use of GPS and conventional survey equipment. Clients familiar with his work include most central Florida government agencies as well as non-government clients.

b. Organizational Chart



c. Personnel Qualifications - Resumes

WILLIE E. THOMAS, PE
PRINCIPAL-IN-CHARGE / PRESIDENT

EXPERIENCE

Barnes, Ferland and Associates, Inc. 2000-Present
Brown and Caldwell, Inc. 1994 – 2000

EDUCATION

University of Central Florida, B.S., Civil Engineering, 1996

PROFESSIONAL REGISTRATION

Professional Engineer FL 57612 (2000)

ASSOCIATIONS

Florida Water and Environment Association (FWEA)

REPRESENTATIVE EXPERIENCE

Orange County Continuing Utilities Engineering Contracts - Orange County, FL Principal/Senior Project Manager for six consecutive 3-year terms (for a total of 18 consecutive years) for Orange County Utilities' Continuing Engineering Contract under the terms of the Consultants Competitive Negotiations Act. The multiple purchase orders issued under these contracts for the past 18 years have included studies, surveys, planning, environmental services, design, permitting, bidding and construction management for various water, wastewater, and reclaimed water utility improvement projects. Projects include water distribution system rehabilitation/replacement, wastewater collection and transmission system design and rehabilitation, pump station and sewer rehabilitation/replacement, and various other utility pipeline projects. Current contract includes projects under the Force Main R\R Program: preliminary engineering, final design, permitting, bidding, and construction administration services for six (6) packages totaling approximately 28,000 linear feet of 4-inch through 16-inch force main with a combined construction value of $8,814,000.

City of Orlando Continuing Wastewater Engineering Services Contracts -Orlando, FL Principal/Senior Project Manager for the four consecutive 3-year terms (for a total of 12 consecutive years) for the City of Orlando's Continuing Wastewater Engineering Services Contract under the terms of the Consultants Competitive Negotiations Act. The multiple purchase orders issued under these contracts over the past 9 years have included studies, surveys, planning, design, permitting and construction management of various wastewater utility improvement projects. Projects include wastewater collection and transmission systems and pumping stations rehabilitation and modification, and wastewater treatment plant modifications, and various wastewater utility site evaluations and studies.

Orange County Utilities - Harbor East Pump Station and Force Main Improvements Project Manager – Mr. Thomas designed the replacement of an existing duplex pump station with a new triplex master pump station within an existing residential neighborhood. The Master PS facilities includes three (3) 850-gpm (30 Hp) submersible pumps, 100-KW generator, 1,000-LF of 8-inch and 15-inch gravity sewer, installation of 13,350-LF of 12-inch force main, abandonment of existing duplex pump station, and abandonment of 3,040-LF of 6-inch force main. The project also included approximately 2.5-miles of existing roadway replacement and asphalt resurfacing. Responsibilities also included management and coordination of survey services required for infrastructure design. Survey services required included topographic survey of the construction corridor, horizontal and vertical locates of existing pipes at proposed tie-in locations, and boundary survey for property acquisition of the proposed lift station site.

Orange County Utilities - Holden Heights Phase III Project Manager – Provided preliminary design, final design, permitting, bidding and award, public information, and construction administration services for the installation of 4.5-miles of 8-inch through 12-inch gravity sanitary sewer piping and associated manholes; 18,700 feet of 2-inch thru 12-inch water main; a storm water collection system including new curb and gutter and 4.5 miles of existing roadway replacement. Responsibilities also included management and coordination of survey services required for infrastructure design. Survey services required included topographic survey of the construction corridor, and horizontal and vertical locates of existing pipes at proposed tie-in locations.

Miami-Dade County Florida - NW 7th Avenue Sanitary Improvements - Senior Project Engineer - Project included the installation of 6,500 LF of 8" PVC gravity sewer, 2,800 LF of 8" DIP force main, and a 47 Hp duplex wastewater pump station. The FDOT portion of the project consisted of resurfacing and striping of approximately 1-mile of N.W. 7th Avenue. As the prime contractor, responsibilities also included management and coordination of survey services required for utility infrastructure design and roadway improvements. Survey services required included topographic survey of the construction corridor, horizontal and vertical locates of existing pipes at proposed tie-in locations.

GENEL J. STURGEON, PSM
VICE PRESIDENT, SURVEY and SUBSURFACE UTILITY ENGINEERING (SUE) DIVISION MANAGER

EXPERIENCE

Barnes, Ferland and Associates, Inc.	2018 – Present
Henrich, Luke, Swaggerty & Menard (HLSM)	2017 – 2018
Leading Edge Land Services	2016 – 2017
American Surveying & Mapping, Inc.	2008 - 2016
Prior Firms	1985 – 2008

EDUCATION

Numerous Continuing Education Seminars
Certified Survey Technician Instructor
Maintenance of Traffic – Advanced Level

PROFESSIONAL AFFILIATIONS

Florida Surveying & Mapping Society
Central Florida Chapter, FSMS
American Congress Surveying & Mapping, ACSM

PROFESSIONAL REGISTRATION

Florida Professional Surveyor & Mapper No. LS 5866

REPRESENTATIVE EXPERIENCE

City of Orlando Continuing Surveying Services - Orlando, FL - As a subconsultant on the 3 continuing Survey and Mappings contracts, BFA provides subsurface utility engineering exploration (SUE) to mark utilities for inclusion as part of Topographic Surveys at numerous sites within the city. Excavation underground utilities for positive identification and precise location for design purposes.

City of Ocoee Continuing Survey and Mapping Services – Ocoee, FL – City Surveyor, City of Ocoee - Tasks assigned under this contract have included several proposed plats for conformance to applicable portions of Chapter 177, Florida Statutes. Initial and subsequent reviews include comments for corrections. Field reviews are performed prior to signature and seal as reviewing surveyor representing the city. Field surveys have been performed for the preparation of a legal description and sketch for the acquisition of right-of-way and easements for property annexation into city.

Sylvester and Benjamin Properties (Kentucky Avenue) – Orange City, FL - Numerous boundary surveys and right-of-way surveys for acquisition by the City. Title review, section break down, legal descriptions for parcels and roadways to be vacated or designed and purchased.

East Longwood Septic Tank Abatement Phase 2 – Longwood, FL - Boundary surveys, topographic surveys, SUE surveys of above and below ground utilities, excavation for utility identification for roadway, sanitary sewer pipeline, pump station and residential septic tank abandonment and sewer connections to sewer system of multiple city blocks. Sketch and descriptions for acquisition and easement.

Grand Avenue Community Center – Orlando, FL - Design and renovation of 1926 historic Grand Avenue School and design and construction or a new Grand Avenue Community Center. $17,000,000 project that included boundary and topographic survey of an entire city block, utility designation and location of above and below ground utilities. Horizontal and vertical control and construction staking.

City of Orlando LS 139 Force Main Replacement – Orlando, FL - Boundary and topographic survey prepared to aid in the design of a force main replacement project along an Orlando Utilities Commission easement. Utility designation, utility excavations and Title Work.

Orange County Rehabilitation of Pump Stations - Package 22 Improvements (5 Pump Stations), Package 32 Improvements (4 Pump Stations), Package 34 Improvements (4 Pump Stations) – Orlando, FL - Topographic Survey, Utility Designation, Utility Excavation, Boundary Survey, Title Work for Wastewater Treatment Facilities, Structures, Equipment Wells, Piping.

DAVID RAGLAND, CST III
SURVEY CREW CHIEF / SUE SUPERVISOR

EXPERIENCE

Barnes, Ferland and Associates, Inc.	2014 - Present
Dyer Riddle Mills and Precourt	2009 - 2014
Miller Legg and Associates	2003 – 2009
Hartman and Associates (Tetra Tech)	1994 - 2003

EDUCATION

Certified Survey Technician III
Certified Damage Prevention Specialist
Maintenance of Traffic – Intermediate Level
Movement and Escort Area Clearance at OIA
2022 CFRC Roadway Worker Protection Annual Certification

REPRESENTATIVE EXPERIENCE

City of Ocoee Continuing Survey Services - Performs field reviews of newly platted subdivisions for compliance to Chapter 177, Florida Statutes; location of property and Boundary corners in preparation of legal descriptions and Boundary Surveys.

Ocoee West Sanitary Transmission Main – Survey and mapping services for a Topographic Survey to aid in the design of new sanitary system along approximately 4.5 miles within the city. Located all improvements within the right of way and a minimum of 25 feet beyond the right of way and intersecting streets. Establish apparent right of way and property lines. Horizontal Control Survey in Florida State Plane Coordinates and elevations were NAVD 88.

City of Orlando Continuing Surveying Services - Lead field surveyor and utility locator as subconsultant on all 3 continuing survey and mapping contracts with the City of Orlando.

Sylvester and Benjamin Properties (Kentucky Avenue) – Orange City, FL - Numerous boundary surveys and right-of-way surveys for acquisition by the City. Title review, section break down, legal descriptions for parcels and roadways to be vacated or designed and purchased.

East Longwood Septic Tank Abatement Phase 2 – Longwood, FL - Boundary surveys, topographic surveys, SUE surveys of above and below ground utilities, excavation for utility identification for roadway, sanitary sewer pipeline, pump station and residential septic tank abandonment and sewer connections to sewer system of multiple city blocks. Sketch and descriptions for acquisition and easement.

Grand Avenue Community Center – Orlando, FL - Design and renovation of 1926 historic Grand Avenue School and design and construction or a new Grand Avenue Community Center. $17,000,000 project that included boundary and topographic survey of an entire city block, utility designation and location of above and below ground utilities. Horizontal and vertical control and construction staking.

Orange County Utilities Storey Park Pipeline - Topographic survey for the design of over 4 miles of large pipeline design within several corridors of the Storey Park development area. Established control survey with horizontal and vertical points for construction.

City of Orlando Continuing Survey Services – Group 7 Lift Station Conversions – As a subconsultant on the continuing contract, BFA provides subsurface utility engineering exploration (SUE) to mark utilities at 5 lift station sites within the city for inclusion in the survey by others and design by the city. Excavation on 30 conflicting utility locations to assist in the final design.

FDOT – SR 500 from Lake Ella Road to Avenida Central, Lake County, FL - Excavated clearance holes for 25 signal pole installations. Performed utility designation and excavation on underground utilities at various location along the project corridor.

Greater Orlando Aviation Authority – Airside 4, Wing 12 and Central Energy Plant –Topographic Survey of portions of the hub and wing for the design of the new international wing to process foreign travelers. Established Control Survey for the construction layout. Designated and excavated underground utilities within the concrete apron around the hub. Project requires access to secure parts of the airport.

HORACE WYNTER
UTILITY COORDINATOR

EXPERIENCE

Barnes, Ferland and Associates, Inc. 2014 – Present

EDUCATION

2022 CFRC Roadway Worker Protection Annual Certification
Movement and Escort Area Clearance at OIA
Maintenance of Traffic – Intermediate Level

REPRESENTATIVE EXPERIENCE

Ocoee West Sanitary Transmission Main – Survey and mapping services for a Topographic Survey to aid in the design of new sanitary system along approximately 4.5 miles within the city. Located all improvements within the right of way and a minimum of 25 feet beyond the right of way and intersecting streets. Establish apparent right of way and property lines. Horizontal Control Survey in Florida State Plane Coordinates and elevations were NAVD 88.

City of Orlando Continuing Surveying Services – As a subconsultant on the 3 continuing Survey and Mappings contracts, BFA provides subsurface utility engineering exploration (SUE) to mark utilities for inclusion as part of Topographic Surveys at numerous sites within the city. Excavation underground utilities for positive identification and precise location for design purposes.

City of Orlando LS 139 Force Main Replacement – Orlando, FL - Boundary and topographic survey prepared to aid in the design of a force main replacement project along an Orlando Utilities Commission easement. Utility designation, utility excavations and Title Work.

Sylvester and Benjamin Properties (Kentucky Avenue) – Orange City, FL - Numerous boundary surveys and right-of-way surveys for acquisition by the City. Title review, section break down, legal descriptions for parcels and roadways to be vacated or designed and purchased.

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Grand Avenue Community Center – Orlando, FL - Design and renovation of 1926 historic Grand Avenue School and design and construction or a new Grand Avenue Community Center. $17,000,000 project that included boundary and topographic survey of an entire city block, utility designation and location of above and below ground utilities. Horizontal and vertical control and construction staking.

City of Orlando Continuing Survey Services – Group 7 Lift Station Conversions – As a subconsultant on the continuing contract, BFA provides subsurface utility engineering exploration (SUE) to mark utilities at 5 lift station sites within the city for inclusion in the survey by others and design by the city. Excavation on 30 conflicting utility locations to assist in the final design.

CHRISTOPHER NORWOOD
SURVEY PARTY CHIEF

EXPERIENCE

Barnes, Ferland and Associates, Inc.	2016 – Present
Previous Firms	2006 – 2016

EDUCATION

2022 CFRC Roadway Worker Protection Annual Certification
Maintenance of Traffic – Intermediate Level

REPRESENTATIVE EXPERIENCE

Ocoee West Sanitary Transmission Main – Survey and mapping services for a Topographic Survey to aid in the design of new sanitary system along approximately 4.5 miles within the city. Located all improvements within the right of way and a minimum of 25 feet beyond the right of way and intersecting streets. Establish apparent right of way and property lines. Horizontal Control Survey in Florida State Plane Coordinates and elevations were NAVD 88.

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City of Orlando Continuing Survey Services – Group 7 Lift Station Conversions – As a subconsultant on the continuing contract, BFA provides subsurface utility engineering exploration (SUE) to mark utilities at 5 lift station sites within the city for inclusion in the survey by others and design by the city. Excavation on 30 conflicting utility locations to assist in the final design.

City of Orlando LS 139 Force Main Replacement – Orlando, FL - Boundary and topographic survey prepared to aid in the design of a force main replacement project along an Orlando Utilities Commission easement. Utility designation, utility excavations and Title Work.

MICHAEL CROWELL
SURVEY CADD MANAGER, CST II, AUTODESK CERTIFIED

EXPERIENCE

Barnes, Ferland and Associates, Inc.	2016 – Present
Lake County Public Works	2010 – 2016
CPH Engineers, Inc.	2003 – 2010
City of Ormond Beach	2001 –2003
Sliger and Associates, Inc.	1998 – 2001

EDUCATION

Coursework in Civil Engineering Technology
Certified Survey Technician, Level 2, Office
Autodesk Certified Professional, AutoCAD Civil 3D

REPRESENTATIVE EXPERIENCE

City of Longwood: East Longwood Septic Tank Abatement –Topographic Survey and Right of Way Survey.

Sylvester and Benjamin Properties (Kentucky Avenue) – Orange City, FL - Boundary surveys and right-of-way surveys. Title review, section break down, and legal descriptions.

Grand Avenue Community Center – Orlando, FL – Boundary and topographic survey and utility designation.

City of Lake Mary: Harry Terry Water Treatment Plant – Topographic Survey and Subsurface Utility Exploration Survey.

City of Ocoee: W Silver Star Rd Water Main Extension – Topographic Survey, Right of Way Survey and Subsurface Utility Exploration Survey.

City of Titusville: Morning Dove Water Treatment Plant – Topographic Survey and Subsurface Utility Exploration Survey.

Orange County Utilities: Tilden at Tiny Road Widening –Boundary Survey, Topographic Survey, Control Survey and Right of Way Survey.

Orange County Utilities: Gravity Sewer Renewal and Replacement Program –Topographic Survey and Right of Way Survey.

d. Licenses & Certifications

Business Entity / Secretary of State Certification

Barnes, Ferland and Associates, Inc. was incorporated in the State of Florida on April 5, 1994. Below is a copy of our Certification from the Florida Secretary of State verifying our Corporate status and good standing.

State of Florida
Department of State

I certify from the records of this office that BARNES, FERLAND AND ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on April 5, 1994.

The document number of this corporation is P94000026169.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 12, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of January, 2023

Secretary of State

Tracking Number: 1089980462CC

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

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

State of Florida
Department of State

I certify from the records of this office that BFA ENVIRONMENTAL is a Fictitious Name registered with the Department of State on April 2, 2007.

The Registration Number of this Fictitious Name is G07092700160.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on November 28, 2022, and expires on December 31, 2027.

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

Secretary of State

Professional Registrations

As of October 1, 2019 Firm Certificate of Authorization licenses are referred to as firm registrations. Firm registrations never expire and there are no longer any physical documents available. Also, on June 30, 2020, Governor Ron DeSantis signed "The Occupational Freedom and Opportunity Act" (HB 1193) which eliminates separate business licenses for architects, geologists, and landscape architects who already hold an individual license; therefore, there are no Engineer or Geology Firm licenses shown below.

Licensee

Name:	**THOMAS, WILLIE ERVIN**	License Number:	**57612**
Rank:	**Professional Engineer**	License Expiration Date:	**02/28/2025**
Primary Status:	**Current**	Original License Date:	**07/19/2001**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
6899	Current	BARNES, FERLAND AND ASSOCIATES, INC.	Registry	10/22/2012	Registry	

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS
THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

BARNES, PATRICK A
BARNES, FERLAND AND ASSOCIATES, INC.
1200 HILLCREST DRIVE SUITE 100
ORLANDO FL 32803

LICENSE NUMBER: PG1211
EXPIRATION DATE: JULY 31, 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.

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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

THOMAS, WILLIE ERVIN
1230 HILLCREST STREET
SUITE 100
ORLANDO FL 32803

LICENSE NUMBER: PE37612
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB7774
Expiration Date: February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

BARNES FERLAND AND ASSOCIATES INC
1230 HILLCREST ST STE 100
ORLANDO, FL 32803-4713

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

FIND A BUSINESS OR INDIVIDUAL
License / Complaint Lookup
AS MAINTAINED BY THE DIVISION OF CONSUMER SERVICES

GENEL J STURGEON
1604 SILHOUETTE DR, CLERMONT, FL 34711-2755

Complaints 0
Print

License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS5866	07/07/98	02/28/25	Active
Surveyor of Record For	LB7774	10/01/09	02/28/25	Active

Renewal license not yet received

Certifications

Certificate of Completion

GENEL STURGEON

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

03/26/2025	15	Michael Hernandez	79715
Date Expires	FDOT Provider #	Instructor	Certificate #

Florida Safety Council
1205 E. Colonial Drive
Orlando, FL 32803
ecosafety.com
chreman@floridasafety.org

FDOT
For more information about Temporary Traffic Control (TTC) or to verify this certificate www.motadmin.com

Certificate of Completion

DAVID RAGLAND

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

03/17/2026	15	Michael A. Hard	83181
Date Expires	FDOT Provider #	Instructor	Certificate #

Florida Safety Council
1205 E. Colonial Drive
Orlando, FL 32803
ecosafety.com
chreman@floridasafety.org

FDOT
For more information about Temporary Traffic Control (TTC) or to verify this certificate www.motadmin.com

CERTIFIED
SURVEY TECHNICIAN
David C. Ragland
through knowledge, experience and testing has met the requirements established by the Certified Survey Technician Board.

Level III Boundary/Construction — 0397-0859
Issued Date 6/30/2023

NSPS — NRPS CST

CFRC Central Florida Rail Corridor	2022 Roadway Worker Protection Annual Certification	SunRail
David C. Ragland Barnes, Ferland & Associates, Inc.	Expires: 3/18/2023	
Facilitator: Linda Nesbitt	Facilitator ID: CFRC-100	

CFRC SSCC: 877-235-7245 or 407-732-6759

Certificate of Completion

HORACE WYNTER

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

03/17/2026	15	Michael A. Hard	83184
Date Expires	FDOT Provider #	Instructor	Certificate #

Florida Safety Council
1205 E. Colonial Drive
Orlando, FL 32803
ecosafety.com
chreman@floridasafety.org

FDOT
For more information about Temporary Traffic Control (TTC) or to verify this certificate www.motadmin.com

CFRC Central Florida Rail Corridor	2022 Roadway Worker Protection Annual Certification	SunRail
Horace A. Wynter Barnes, Ferland & Associates, Inc.	Expires: 3/18/2023	
Facilitator: Linda Nesbitt	Facilitator ID: CFRC-100	

CFRC SSCC: 877-235-7245 or 407-732-6759

Certificate of Completion

CHRIS NORWOOD

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate (Refresher)

02/14/2026	15	Michael Hernandez	79295
Date Expires	FDOT Provider #	Instructor	Certificate #

Florida Safety Council
1205 E. Colonial Drive
Orlando, FL 32803
ecosafety.com
chreman@floridasafety.org

FDOT
For more information about Temporary Traffic Control (TTC) or to verify this certificate www.motadmin.com

CFRC Central Florida Rail Corridor	2022 Roadway Worker Protection Annual Certification	SunRail
Christopher W. Norwood Barnes, Ferland & Associates, Inc.	Expires: 3/18/2023	
Facilitator: Linda Nesbitt	Facilitator ID: CFRC-100	

CFRC SSCC: 877-235-7245 or 407-732-6759

AUTODESK
AUTOCAD CIVIL 3D

Certified Professional

Michael D Crowell

Autodesk Certified Professional:
AutoCAD® Civil 3D® 2014

AUTODESK.

June 4, 2014

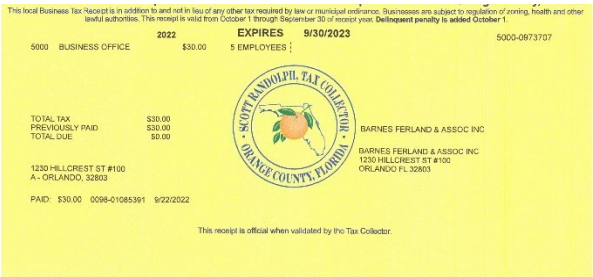
CERTIFIED
SURVEY TECHNICIAN
Michael D. Crowell
through knowledge, experience and testing has met the requirements established by the Certified Survey Technician Board.

Level II Office — 0507-3431
Issued Date 6/30/2023

NSPS — NRPS CST

BFA

Occupational Licenses


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.**

2022 EXPIRES 9/30/2023

5000 BUSINESS OFFICE $30.00 5 EMPLOYEES 5000-0973707

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

1230 HILLCREST ST #100
A - ORLANDO, 32803

PAID: $30.00 0098-01085391 9/22/2022

SCOTT RANDOLPH, TAX COLLECTOR · ORANGE COUNTY, FLORIDA ·

BARNES FERLAND & ASSOC INC

BARNES FERLAND & ASSOC INC
1230 HILLCREST ST #100
ORLANDO FL 32803

This receipt is official when validated by the Tax Collector.

2022 - 2023

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt
(Formerly known as "Business License" changed per state law HB1259-2005)

NOTICE-THIS TAX RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

Business Name
BARNES FERLAND & ASSOCIATES INC
1230 HILLCREST ST SUITE 100
ORLANDO, FL 32803

Case Number: BUS0002583-014
Issued Date: 09/26/2022
Expiration Date: 09/30/2023

Business type(s):

Description	Year
PROFES 8011 PROFES FIRM/OFFICE	2023

Business Owner
BARNES FERLAND & ASSOCIATES INC

Business Location
1230 HILLCREST ST SUITE 100
ORLANDO, FL

FEIN Number

The Federal Employer Identification Number for Barnes, Ferland and Associates, Inc. is: 59-3237612

e. Subconsultants

Barnes, Ferland and Associates, Inc. does not intend to use any subconsultants for this project.

f. Similar Projects

City of Orlando Continuing Surveying and Mapping Services

Since 2013 BFA has performed Subsurface Utility Exploration (SUE) as a subconsultant to the City's continuing survey services firms. The Contract for 2021 has been awarded to three firms and we are on all three contracts. Projects have included both designation (marking) for inclusion of topographic surveys, location (excavation) of utilities for positive identification and precise horizontal and vertical location for design purposes. Below is a list of projects we have completed to date.

Completion: Ongoing
Contract Price: $166,131 to date
Actual Final Cost: $166,131 to date

BFA Team Members:
Genel J. Sturgeon, PSM, Dave Ragland, Horace Wynter, Christopher Norwood, Michael Crowell

2013 Contract RQS13-0208	
Southeastern Surveying	North Bumby Ave. Drainage Study
Southeastern Surveying	Lift Station Conversion Group 7
Southeastern Surveying	LB McLeod Rd Sanitary Sewer Rehab Survey
Lochrane	Lift Station 2 LEI
Donald McIntosh Assoc.	W. Robinson Street SUE
Donald McIntosh Assoc.	Fleet Gasification Specific Purpose Survey of Underground Utilities
PEC	Mailbu Groves Park Boundary and Topo Survey
PEC	Pleasant Valley Park Boundary and Topo Survey

2015 Contract – RQS15-0152	
Southeastern Surveying	Chapman Court Utility Designation and Boundary & Topo Survey
Southeastern Surveying	Water conswerv II Utility Locates
Southeastern Surveying	LS 49, LS 55 and LS 122
Southeastern Surveying	Lido Street / Gaston Foster
Southeastern Surveying	American Way Utility Designation
PEC	SUE Services of Avondale Ave.
PEC	SUE Services for Lake Eola Restrooms
PEC	1000 W. Gore St; City of Orlando Fleet Facilities
PEC	Court Street Trash Compactor SUE
PEC	8th Street Sanitary Sewer Project SUE
PEC	West Livingston Street SUE
PEC	Bentley St. between Parramore Ave and Livingston St SUE

2018 Contract – RQS18-023	
Wood	Lake Underhill Utility Survey
Wood	Orange at Concord St. SUE
Wood	274 N. Orange Ave at Robinson St Park
PEC	Esther Street SUE

2021 Contract – RQS21-0006	
Wood	Orlando Continuing Land Surveying and Mapping Services
NV5	Orlando Continuing Land Surveying and Mapping Services
Southeastern Surveying	Orlando Continuing Land Surveying and Mapping Services

PEC	UCF Creative Village SUE
Wood	Lake Lurna Baffle Box Utility Designation
Lochrane	McFall Ave Drainage Well Replacement Survey
Lochrane	Dove Dr and Pelican Lane SUE
Lochrane	Orange Center Blvd.

City of Ocoee Continuing Surveying Services

Since 2010 BFA has provided the City of Ocoee with surveying services through a Continuing Surveying and Mapping Services Contracts. Tasks assigned under this contract have included several proposed plats for conformance to applicable portions of Chapter 177, Florida Statutes. Initial and subsequent reviews include comments for corrections. Field reviews are performed prior to signature and seal as reviewing surveyor representing the city. Field surveys have been performed for the preparation of a legal description and sketch for the acquisition of right-of-way required for a school entrance. Several legal descriptions have been prepared for property annexation into city.

Completion: Ongoing
Contract Price: 2010 Contract - $25,760.37
2017 Contract - $74,100.27 to date
Actual Final Cost: 2010 Contract - $25,760.37
2017 Contract - $74,100.27 to date

BFA Team Members:
Genel J. Sturgeon, PSM, Dave Ragland, Horace Wynter, Christopher Norwood, Michael Crowell

City of Orange City Continuing Surveying and Mapping Services

In 2020 BFA was awarded a Continuing Surveying and Mapping Services Contract. Services include boundary and topographic field surveying performed in accordance with acceptable Standards for Land Surveying in accordance with Chapter 472 of the Florida Statutes, Horizontal and Vertical Control, Profiles and Elevations, Property Survey and Establishment of Easements, Sketch and Descriptions, Title Review and Computer Plotting. To date, BFA has been awarded three tasks (Surveying Services for Monastery road Utility Locations, Surveying Services for Sylvester and Benjamin Properties, Boundary Surveys and Surveying Services for 440 South Holly Avenue, Orange City, Boundary Surveys).

Completion: Ongoing
Contract Price: $44,374.80 to date
Actual Final Cost: $44,374.80 to date

BFA Team Members:
Genel J. Sturgeon, PSM, Dave Ragland, Horace Wynter, Christopher Norwood, Michael Crowell

Volusia County - Professional Engineering Design Services for Amelia Avenue Street Improvements

Topographic survey for traffic and pedestrian safety design. Control, horizontal and vertical for future construction. SUE, designation and excavation for Utility Design.

Completion: 2021
Contract Price: $21,708.77
Actual Final Cost: $21,708.77

BFA Team Members:
Genel J. Sturgeon, PSM, Christopher Norwood, Michael Crowell

Orange County Rehabilitation of Pump Stations – Package 22 Improvements (5 Pump Stations), Package 32 Improvements (4 Pump Stations), Package 34 Improvements (4 Pump Stations) – Orlando, FL

Completion: 2020
Contract Price: $105,084
Actual Final Cost: $105,084

BFA Team Members:
Genel J. Sturgeon, PSM, David Ragland, Horace Wynter, Christopher Norwood, Michael Crowell

Provided a Boundary Survey for fee simple property and permanent easements including all improvements to the pump station sites. The area of the parcel for PS 3337, PS 3351, PS 3301, PS 3390, and PS 3325 surveyed and approximately 0.072, 0.075, 0.057, 0.10, and 0.050 acres, respectively.

Topographic Survey - Performed a Topographic Survey for all five (5) sites that included the complete station boundaries and extended a minimum of 50' beyond the boundaries. Topographic Survey performed for the entire project limits and includes the location of all above ground features within the right of ways of the roads including pavements, concrete, trees, landscaping, signs, sanitary and storm manholes with invert elevations and pipe sizes, utility poles, valves and other indicators of underground utilities. Utility designation, SUE services.**_Collection and Depiction of Existing Subsurface Utility Data -** Subsurface Utility Engineering (SUE) services performed. BFA used ground penetrating radar and electronic line locating equipment to determine the horizontal location of the existing utilities for Quality Level B utilities not under roadway pavement._BFA performed five (**5)** test hole excavations to verify the type of utility and size and establish the vertical elevation of the utilities. Provided Verified Vertical and Horizontal (VVh) locations for Utility Quality Level A at each pump station site.

g. Ability to Meet Time and Budget Requirements

Quality Control

First and foremost, it is the responsibility of the Principal-in-Charge to ensure that all documents and products are acceptable for submission to the City. The Division Manager will review all products for compatibility with the project requirements as well as for quality. At the start of each project he will review products and documents. He will also assume the role as Quality Assurance / Quality Control to provide quality assurance of our basis for design, design concept, and production deliverables. He has access to the staff assigned to the project, and the documents and other information that will facilitate their review.

BFA believes that the City of Ocoee should not be responsible for quality control. Our Project Team will be involved in all facets of the project on a regular basis to ensure that we produce the best possible product. We will build quality into the project on a routine basis, rather than depend on the City Staff reviews to ensure an excellent product. We will not rely on the City's review process for quality assurance. **Our goal is to minimize the City's staff's effort, while producing a high quality, successful project.**

Cost Control

- Upon notice to proceed for each project, a Project Setup Form is completed and filed with Company Accounting. The form describes the basics of the project, lists the client name and location, and provides specific information concerning services to be provided and the associated labor cost and direct expense budgets. To establish project tracking and control, BFA then issues an internal project number that is linked to the Project Setup Form.
- Project tracking and financial progress reporting is accomplished through BFA's computerized management information system. A key element of the system is the flexibility in producing project reports tailored to suit the City's individual needs: status reports, invoices and supporting cost detail reports, and monthly financial reports. Through the generation of our *Project Management Control Report* the Division Manager can review month-to-date and project–to-date information. They are responsible for reviewing and approving these materials for accuracy and accountability.
- BFA's project cost estimating and tracking system is integrated into our financial accounting and payroll system, reducing administrative procedures and associated expenses to the City.

Projected Workloads

Name	Current Clients	Current Workload (%)	Projected Workload (%)	Availability For Contract (%)
Genel J. Sturgeon, PSM Senior Surveyor and Mapper	***City of Ocoee***			***30***
	City of Orlando	20	20	
	Orange County Utilities	20	20	
	Other Clients	30	30	
David Ragland, CST III Survey / Subsurface Utility Engineering (SUE) Crew Supervisor	***City of Ocoee***			***30***
	City of Orlando	20	20	
	Orange County Utilities	25	20	
	Other Clients	25	30	
Horace Wynter	***City of Ocoee***			***35***
	City of Orlando	20	20	
	Orange County Utilities	30	25	
	Other Clients	25	20	
Christopher Norwood	***City of Ocoee***			***40***
	City of Orlando	10	10	
	Orange County Utilities	25	30	
	Other Clients	25	20	
Michael Crowell, CST II	***City of Ocoee***			***30***
	City of Orlando	20	20	
	Orange County Utilities	25	20	
	Other Clients	25	30	

Affect of Legal Action Against the Firm

There has been no litigation, claim, bid or contract dispute filed by or against Barnes, Ferland and Associates, Inc. related to services provided in the regular course of business during the past five (5) years.

h. Equipment List

Computer Equipment

5 Desktops
19 Laptop Computers
HP Designjet T3500
2 Xerox WorkCentre 7845i Color Copier / Printer / Scanner
1 Windows Server 2016
1 Ubuntu FTP Server

Design / Modeling Software

Aquifer Test
Groundwater Vistas 4
MODFLOW
Jacob-Hantush Analytical Model
GWIS (FDEP Water Quality Database)
H_2OMap (Sewer, Water)
Surfer 8
Grapher 3
AutoCAD Civil 3D
Pumplink
FirstSearch
Mound HT
Solutrans (3D Solute Transport Model)
AutoCAD Infrastructure Design Suite
AutoCAD LT

Support Software

MS Word
MS Powerpoint
MS Publisher
Adobe Acrobat Pro
BlueBeam Revu 2017
MS Excel
MS Project
MS Access
MS Outlook
MS Teams

GIS Capabilities

ArcGIS 10.3.1

QGIS, SAGA, GRASS

Vehicles

2016 Chevrolet Equinox
2017 Ford Escape
2006 Toyota Tacoma (2)
2009 Toyota Prius

2015 Ford F150 4 WD
2014 Toyota Tundra 4 WD
2017 Ford F150 4 WD
2014 Toyota Tacoma 4 WD
2021 Ford F150 4WD

Land Surveying Equipment

Sokkia, IX-605, Robotic Total Station, 5" w/RC
Carlson Explorer w/software
Topcon FC-2500 Data Collector (2)
Wooden tripods (6)
ES-105 Topcon TTL Station w/data cable (1)
ES-102 Topcon TTL Station w/data cable (1)
Nikon DTM-310 Total Station (1)

Nikkon AS-2 Automatic Level (1)
Topcon GR-3 GPS Receiver (2)
Schoenstedt Metal Locators (3)
Topcon AT-B3A Auto Level 28X
Trimble R8S Model 60 w/Access Controller
Magnet Tablets w/Windows (4)
Sokkia GRX3 GPS Receiver (3)

SUE Equipment

VacMaster System 3000 Tier 4 Air-Vacuum Excavation System Installed on Dodge 5500 Diesel 4 x 4 Chassis Trailer (2)
Utilivac System (1)
Sullair Pogo Tamper (2)
Carlson Software Packages (2)
Metrotech 810 & RD 400 Pipe / Cable Locators

Sullair 183 Compressor (2)
Sullair Jackhammer (2)
Toku T6 Tamper (2)
LMX100 Ground Penetrating Radar (4)
Metrotech vLocPro2 – Locator (2)

Other

In-Situ Mini Troll Water Level Data Loggers
Electronic Water Level Indicators (3)
Digital Camera (4)
Multiparameter Water Quality Instrument (VSI)
WAA5 GPS Meters (Garmin)
In-Situ smarTroll MP Multiparameter WQ Meter
Heath Tech Detecto Pack III–Organic Vapor Analyzer (OVA)
Cetrifugal Water Pumps (both gas and electric)

HydroLab DS5 Multiparameter WQ Meter
Hand Augers
Petroleum in Soil Detection Kit (Hanby)
Acoustic Doppler Current Profiler
Parestaltic Sampling Pump
12' Jon Boat
Electronic Interface Probe
DO, CO2, Manganese Ferrus Iron, Alkalinity, Hydrogen Sulphide, Chlorinity, Total Sulfide (Hach Analyticals)

i. Client References

Project Title: **City of Ocoee Continuing Surveying and Mapping Services**
Owner / Contact Name: City of Ocoee – T'Jean Tomlinson, PE
Phone: (407) 905-3159
Email: TTomlinson@ocoee.org

Project Title: **City of Orlando Continuing Surveying and Mapping Services**
Owner / Contact Name: City of Orlando – Mr. Richard Allen, PSM, City Surveyor
Phone: (407) 246-2788
Email: richard.allen@cityoforlando.net

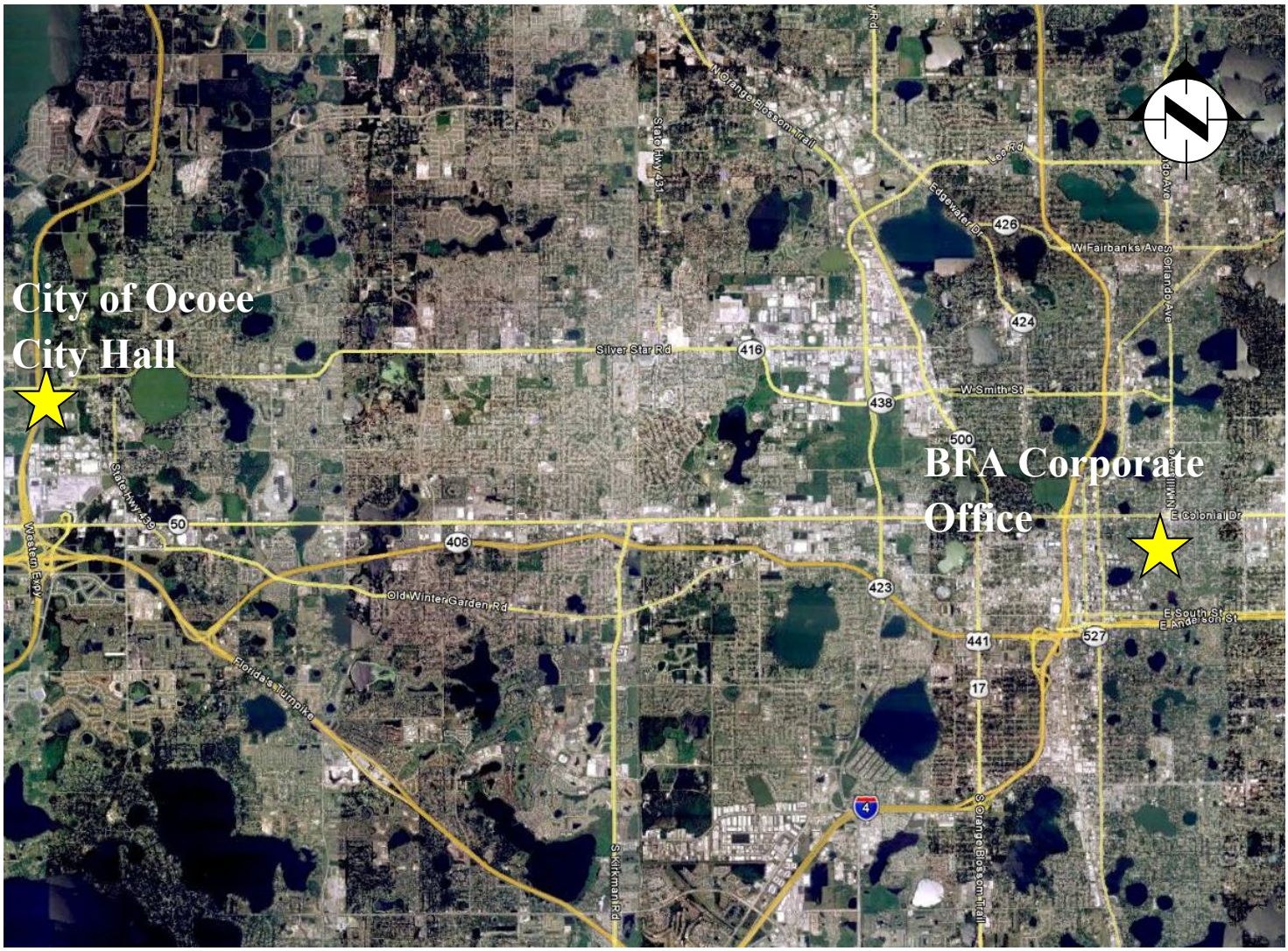
Project Title: **City of Orange City Professional Surveying and Mapping Services, Continuing Services Contract**
Owner / Contact Name: City of Orange City – Mr. Robert Lawler, PE, MPA
Phone: (386) 775-5450
Email: rlawler@orangecityfl.gov

Project Title:	**Professional Engineering Design Services for Amelia Avenue Street Improvements – Volusia County**
Owner / Contact Name:	Traffic Engineering Data Solutions, Inc., A Stanley Consultants Company Mr. Chris Walsh, PE
Phone:	(386) 801-5682
Email:	WalshChris@stanleygroup.com

Project Title:	**Orange County Continuing Utilities Engineering Services**
Owner / Contact Name:	CHA Consulting, Inc. (formerly Reiss Engineering, Inc) Mr. Stefano Ceriana
Phone:	(407) 679-5358
Email:	SCeriana@chacompanies.com

SECTION 2
FIRM'S OFFICE LOCATION AND OTHER FORMS

a. Office Location



Total Distance – 13.16 miles
Estimated Travel Time – 24 minutes

b. M/WBE Certification

State of Florida

Minority Business Certification

Barnes, Ferland and Associates, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/25/2023 to 01/25/2025

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

c. Conflict of Interest Disclosure Form

Conflict of Interest Disclosure Form is provided at the end of this Section.

d. Company Information / Signature Sheet

Company Information / Signature Sheet is provided at the end of this Section.

e. Drug-Free Workplace Form

Drug-Free Workplace Form is provided at the end of this Section.

f. Receipt of Addenda

Addendum 1 was issued on March 2, 2023.

g. Summary of Litigation

There has been no litigation, claim, bid or contract dispute filed by or against Barnes, Ferland and Associates, Inc. related to services provided in the regular course of business during the past five (5) years.

EXHIBIT "A"
RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

Barnes, Ferland and Associates, Inc.
Firm Name

Signature

Willie E. Thomas, PE, President
Name and Title (Print or Type)

March 3, 2023
Date

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-006

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

Barnes, Ferland and Associates, Inc.
COMPANY NAME

(407) 896-8608
TELEPHONE (INCLUDE AREA CODE)

(407) 896-1822
FAX (INCLUDE AREA CODE)

thomas@bfaenvironmental.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

Willie E. Thomas, PE, President
NAME/TITLE (PLEASE PRINT)

1230 Hillcrest Street, Ste. 100
STREET ADDRESS

Orlando, FL 32803
CITY STATE ZIP

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

Same

FEDERAL ID # 59-3237612

_____Individual X Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me this 3rd day of March, 20 23.

Personally Known X or

Produced Identification_____

N/A
(Type of Identification)

Notary Public - State of Florida
County of Orange

Signature of Notary Public

Notary Public State of Florida
Pamela Gibbs Stevens
My Commission GG 346579
Expires 09/19/2023

Pamela Gibbs Stevens
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "B"
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Respondent: Barnes, Ferland and Associates, Inc.

Signed: _____

By: Willie E. Thomas, PE
(Print or Type Name)

Title: President

Date: March 3, 2023

4. The bid protest **shall** be filed with the Purchasing Analyst with a copy to 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.

I. 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 contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, then please say so.

N/A

(Attach additional sheets if necessary)

J. ACKNOWLEDGEMENT OF ADDENDA: No Addenda included

Bidder acknowledges receipt of the following addenda:

No. 1 Dated 3/2/2023
No._____ Dated _____
No._____ Dated _____

END OF INSTRUCTIONS

City of Ocoee

Continuing Contract for Surveying and Mapping Services

RFP No.: 23-006
Date: March 7, 2023
Time: 2:00 p.m.

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Cover Letter 1

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Section #2: Firm's Office Location & Other Forms

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550 North Lake Blvd, Suite 1000
Altamonte Springs, Florida 32701
407.522.7570
wsp.com

March 7, 2023

Melanie Sibbitt, City Clerk
City of Ocoee

Re: Request for Qualifications; (RFQ) NO. 23-006 Continuing Contract for Surveying and Mapping Services

Dear Ms. Sibbitt:

It is with great enthusiasm that **WSP USA Environment & Infrastructure Inc. (WSP)** presents this statement of qualifications to provide the City of Ocoee with Surveying and Mapping Services. WSP brings to you a staff of more than 300 professionals in several offices throughout Florida, including the well-established surveying and mapping division, formerly known as Wood Environment & Infrastructure Solutions, Inc. that has been providing the City surveying and mapping services on a continuous basis since 2008. We believe we have something special to offer and appreciate the opportunity to once again do so for the City.

As one of the world's leading professional service firms, WSP brings clarity and vision to complex challenges by working with and advising governments and private-sector clients on key aspects of infrastructure, earth sciences and environmental sustainability.

Throughout the years, we have continually exhibited the capabilities necessary to successfully provide the requested surveying and mapping services, including a stable and experienced management function; technical staff with exceptional expertise and enthusiasm for the work; extensive experience on similar projects for governmental agencies; a proven ability to utilize digital levels, Global Position System (GPS) technology, automated hydrographic survey equipment, mobile and terrestrial laser scanners, and other technology to the benefit of our clients; and the willingness and resources needed to handle any assignment. We believe our qualifications will further substantiate these capabilities.

Why select the WSP team? We offer the following reasons for your consideration:

Similar experience – We view our role in this contract as being your team member in meeting all of the City's surveying needs. Whether it is land acquisition/management, water resources, or engineering, we strive to provide cost-effective and timely solutions to your needs, and we have found that continuing surveying and mapping service contracts – one of the mainstays of our practice – reflect our ability to do so. As described herein, our previous experience with continuing survey services contracts with the City of Ocoee since 2008, City of Orlando since 1994, Florida Department of Environmental Protection (FDEP) since 1992, the St. Johns River Water Management District (SJRWMD) since 1998, the Orlando Utilities Commission since 1999, Orange County since 1999 and Seminole County since 2002 , and numerous other governmental entities demonstrates that we can continue to meet the surveying and mapping needs of your organization.

Specialized expertise – We have experts in all of the areas of work you would typically expect, including boundary, topographic, vertical control, construction, and elevation surveys and the preparation of legal descriptions, as well as some areas you might not expect, including geodetic control surveys, mobile and terrestrial laser scanning, subsurface utility location, Geographic Information Systems (GIS), unmanned aerial systems (UAS), hydrographic surveys and Florida Statues Chapter 177 plat reviews. By having the expertise and equipment to offer this bundle of services, we can better serve your surveying and mapping needs.

Local experience and knowledge – Having practiced in central Florida for more than 35 years, we are very familiar with local surveying practices, sources of information, researching public records, and working with other surveyors – all critical elements in the production of technically correct and legally defensible survey products.

Stability and continuity of staff – We have been providing professional surveying and mapping services in Florida on a continuous basis since 1987. The WSP management and production team, led by Mr. Charles Gardiner, PLS, CFedS, and Mr. R. Michael Jones, PLS, CFedS, has remained intact for 35+ years. Our 20-person surveying and mapping group consists of six field crews, four professional surveyors and mappers, four survey technicians, and two administrative assistants. Remarkable things relating to consistency and quality of work occur when a team has been in place and working together this long. We continue to build on our past experience and further develop our capabilities. As a result, we offer the City a prime survey consultant with continuity of management and staff with a proven record of performance.

Commitment and location – The current and near future workloads of our surveying and mapping division are such that we are prepared to commit to the City that this project will be our first priority. This means that Mr. Gardiner and his professional team members will commit the time necessary to ensure the work is done correctly and on schedule. This also means that we will commit the office and field personnel necessary to support this effort.

Past performance – Since 1987, we have maintained successful continuing contractual relationships with many governmental entities, including the City of Ocoee, City of Orlando, Orange and Seminole Counties, FDEP, the Florida Department of Transportation (FDOT), SJRWMD, SFWMD, SWFWMD, Suwannee River Water Management District (SRWMD), and the U.S. Army Corps of Engineers (USACE). These long-term relationships represent sound past performance and a commitment to continued service.

Our ability to provide all of the requested services, previous experience with similar contracts, continuity of staff, and local knowledge provides us with the tools to successfully service your surveying and mapping needs. We appreciate this opportunity to present our qualifications to the City and respectfully request your favorable consideration.

If you have any questions or require additional information, please contact us at your earliest convenience.

Sincerely,

Charles Gardiner, PLS, CFedS Principal in Charge / Project Manager 407.253.5000 (direct) charles.gardiner@wsp.com	R. Michael Jones, PLS, CFedS Senior Principal / QAQC 407.253.5501 (direct) mike.jones@wsp.com

SECTION #1
Firm's Qualifications

Firms Qualifications

Relevant Staff

Within the Florida operations of WSP exists an established and experienced surveying and mapping group. Formed and developed over the past 35 years by Mr. R. Michael Jones, PLS, CFedS and Mr. Charles B. Gardiner, PLS, CFedS, the surveying and mapping group consists of four professional land surveyors, six field crews, four survey technicians, and two administrative assistants.

Our surveying and mapping group has a remarkable record of continuity with the management function remaining intact for 35 years and all key staff having a minimum of 12 years of working together. It is important to note that this group has remained together and working as a team through multiple acquisitions and mergers: starting out as Regional Engineers, Planners, and Surveyors, Inc. in 1987, then an acquisition by Harding Lawson Associates in 1999, on to a merger with MACTEC in 2003, Amec Foster Wheeler in 2011, Wood in 2018, and now with WSP.

Our firm is registered with the Department of Agriculture and Consumer Services and has been providing surveying and mapping services in Central Florida since 1987. We have focused on providing our services to public sector clients and as a result, we have established and maintained successful business relationships with a number of governmental clients through continuing surveying and mapping service contracts. These contracts have included:

- Seminole County, 1992 to 1996, 2002 to present
- Orange County, 1999 to present
- City of Ocoee, 2008 to present
- Orlando Utilities Commission, 1999 to present
- City of Orlando, 1994 to 1999, 2001 to 2008, 2011 to present
- Florida Department of Environmental Protection (FDEP), 1992 to present
- St. Johns River Water Management District (SJRWMD), 1998 to present
- South Florida Water Management District (SFWMD), 2002 to present
- Southwest Florida Water Management District (SWFWMD), 2005 to present
- Florida Department of Transportation (FDOT), 1992 to present
- U.S. Army Corps of Engineers (USACE)
- U.S. Department of Agriculture/Natural Resources Conservation Service (USDA/NRCS), 2005 to present

We continue to build on our past experience to expand our capabilities as well as quality of work product. As a result, we offer the City a prime survey consultant with a continuity of management and staff with a proven record of performance. All of the professional and technical staff assigned to your contract have extensive experience with the City as well as other similar continuing services contracts.

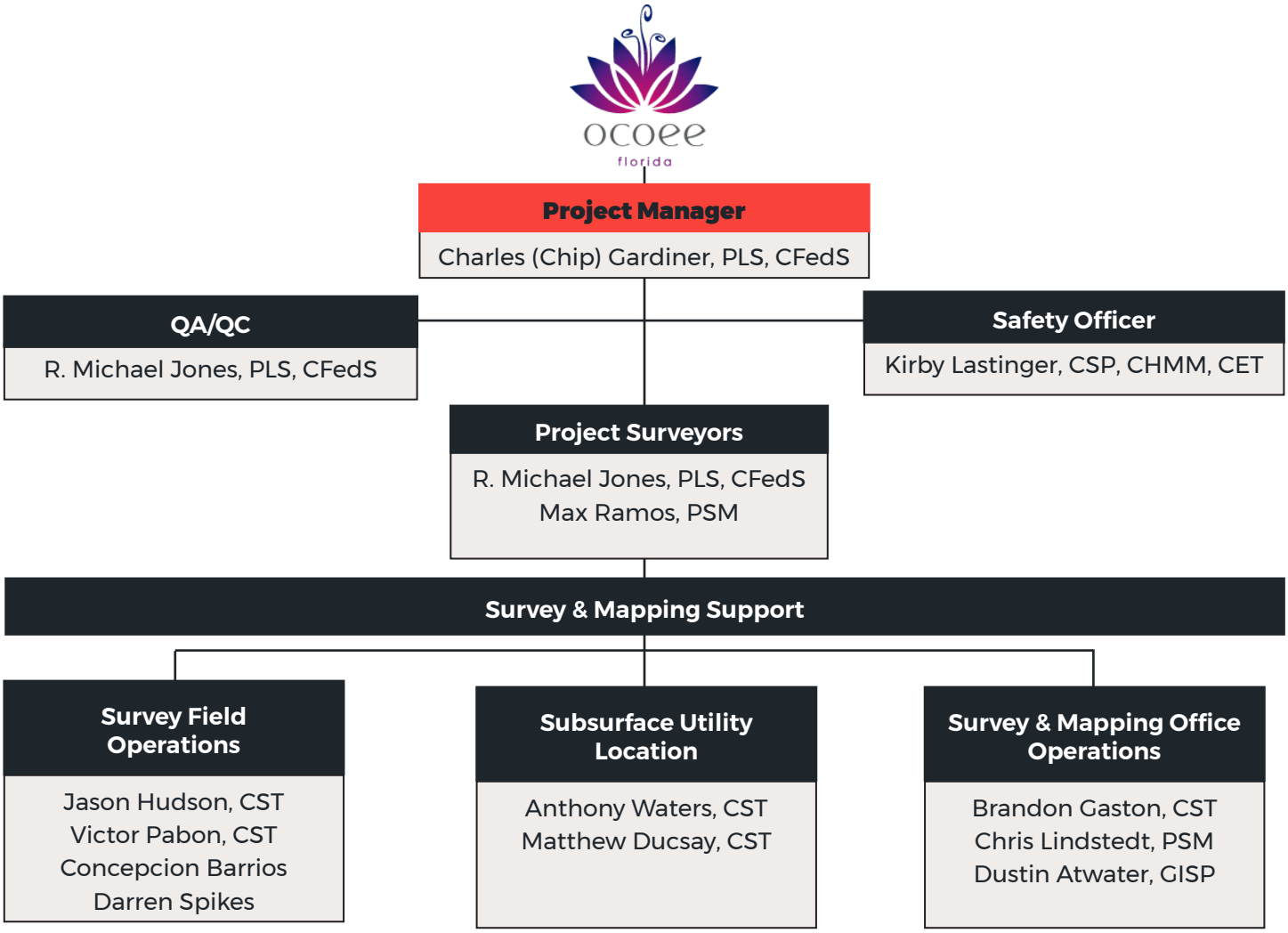
Key leadership is drawn from our proposed Project Manager, **Mr. Charles Gardiner, PLS, CFedS, and Mr. R. Michael Jones, PLS, CFedS**, who have been working together for more than 35 years.

For this contract, Mr. Gardiner will serve as Project Manager. Mr. Gardiner has more than 40 years of progressive Central Florida experience in the surveying profession. He has a very strong background in cadastral surveying including working as a consultant to FDEP Bureau of Survey and Mapping on a continuous basis since 1992.

Over the past decade, Mr. Gardiner has successfully managed two Orange County Public Schools miscellaneous surveying services contracts as well as continuing survey contracts for Orange County, Seminole County, and FDOT. He has recently managed SFWMD and FDEP Continuing Surveying and Mapping Services Contracts. He is a founding principal of our survey group and brings a sincere interest in assisting our clients in any way possible. He will be your primary point-of-contact and will be responsible for providing the services and resources necessary to ensure that your surveying and mapping objectives are met.

Mr. R. Michael Jones, PLS, CFedS, will provide quality assurance of all of our services and products and be available to manage individual projects. His 46 years of Central Florida surveying experience include extensive cadastral survey, control, and engineering/design survey experience for governmental clients such as the City of Ocoee, City of Orlando, Orange and Seminole Counties, Greater Orlando Aviation Authority, USACE, FDEP, SFWMD, SJRWMD, and FDOT. Mr. Jones is a founding principal of our survey group and has a superb blend of professional and technical expertise.

Our organizational chart listing and identifying in-house staff is provided below. Brief resumes of key persons are provided on the following pages which include their qualifications, and their role for the City services.



Charles B. Gardiner, PLS, CFedS

Project Manager / Senior Principal Surveyor

Firm Name

WSP

Years of Experience

Industry: 42 (1981)

WSP: 35 (1988)

Education

Bachelor of Science, Surveying and Mapping

Professional Registrations

Professional Land Surveyor, FL #LS5046, NC #L4598, SC #27735, MO #2011017289, LA #5077, OK #LS1836, OH # PS8614, IN #LS21500006

Certified BLM Federal Surveyor #1475

Office Location

Altamonte Springs, Florida

Career Summary

Mr. Gardiner has more than 40 years of experience in a wide range of surveying and mapping activities, including management and execution of projects for both private and public sector clients. His extensive technical background accentuates his ability to manage personnel and projects effectively. He is currently the operations manager of the Surveying and Mapping department for WSP's Orlando, Florida office. In this capacity, he is tasked with the management of personnel and resources, scheduling and tracking of projects, and quality assurance within the department. Mr. Gardiner has specific expertise in geodetic surveying (conventional and GPS), route/design surveying and mapping, and boundary surveying. Furthermore, he has a background with an emphasis on the new technologies – including GNSS, GIS, and LiDAR – being utilized for the surveying and engineering professions.

Professional Experience

Project Manager/Surveyor

City of Ocoee Continuing Land Surveying Services, Ocoee, Florida

Beginning in 1998 through a series of four consecutive continuing surveying and mapping contracts, WSP has provided surveying and mapping services on an as-needed task assignment basis to various departments within the City including Capital Projects, Utilities, Public Works, Engineering, and Parks and Recreation.

Project Surveyor

Continuing Surveying Services, Orange County, Florida

Mr. Gardiner has served as a Project Surveyor and QA/QC Surveyor to the County since 1999 in support of various County departments including Capital Improvements, Public Works, Parks and Recreation, Real Estate, and Roads and Drainage. Representative assignments have included geodetic control densifications, topographic surveys, utility route surveys, photogrammetric survey control, lift station surveys, preparation of legal descriptions, and GIS inventory mapping. Representative projects have included Ribs 6 boundary and topographic survey and Wallace Road 1.3-mile force main survey.

Project Manager/Surveyor

Florida Department of Environmental Protection, Statewide Continuing Surveying and Mapping Services Contract, Florida

Mr. Gardiner has served as project manager since 1995 under five successive contracts. Work under these contracts has involved land acquisitions, land management, and land restoration projects associates with the state's land acquisition programs to include Save our Rivers, Rails to Trails, Conservation and Recreational Lands, P-2000, and Florida Forever.

Project Manager/Surveyor

Continuing Surveying and Mapping Services, Orange County School Board, Florida

Mr. Gardiner has served as project manager/surveyor since 2008 in support of capital improvement projects. Typical assignments have included boundary, topographic, design and subsurface utility surveys of existing school sites to support site rehabilitation design and construction.

R. Michael Jones, PLS, CFedS

Project Manager / Senior Principal Surveyor / QA/QC

Firm Name

WSP

Years of Experience

Industry: 47 (1976)

WSP: 36 (1987)

Education

Associate of Science, Civil Engineering & Land Surveying

Professional Registrations

Professional Land Surveyor, Florida #LS4201, GA #LS2367, AL #LS16447, MS #LS3172, TX #LS6231, CA #LS8707

Certified BLM Federal Surveyor, #1486

Office Location

Altamonte Springs, Florida

Career Summary

Mr. Jones is a Senior Principal Surveyor and Project Manager as well as a registered Professional Land Surveyor with more than four decades of professional experience in surveying and mapping. He is extremely proficient in all aspects of survey management, including project planning, estimating, and implementation. He has specific expertise in the areas of geodetic control surveys, engineering design surveys, subsurface utility surveys, bathymetric surveys, and boundary determinations. He has managed surveying and mapping projects for government agencies at the local, regional and state levels, including SWFWMD, SFWMD, Tampa Bay Water, USACE, and FDEP.

Professional Experience

Project Manager/Surveyor

City of Ocoee Continuing Land Surveying Services, Ocoee, Florida

Beginning in 1998 through a series of four consecutive continuing surveying and mapping contracts, WSP has provided surveying and mapping services on an as-needed task assignment basis to various departments within the City including Capital Projects, Utilities, Public Works, Engineering, and Parks and Recreation.

Project Manager

Continuing Surveying and Mapping Services, Orange County School Board, Florida

Mr. Jones has served as project manager since 2008 in support of capital improvement projects. Typical assignments have included boundary, topographic, and subsurface utility surveys of existing school sites to support site rehabilitation design and construction.

Project Manager

Pump Station No. 3201 (Old Cheney Highway), Orange County Utilities, Florida

This project was performed under the Orange County continuing surveying and mapping services contract. Served as project manager in completing the project which involved the following elements: a geodetic control survey, property acquisition survey, legal description and sketch preparation, as-built/record survey, topographic survey, and subsurface utility engineering.

Project Manager

Orange County Continuing Surveying Services, Orange County, Florida

Supporting various county departments including Capital Improvements, Public Works, Parks and Recreation, real estate, and roads and drainage. Representative assignments have included geodetic control densifications, topographic surveys, utility route surveys, photogrammetric survey control, lift station surveys, preparation of legal descriptions, and GIS inventory mapping.

Kirby Lastinger, CSP, CHMM, CIT

Southeast U.S. Health, Safety, Security, & Environment Manager

Firm Name

WSP

Years of Experience

Industry: 39 (1984)

WSP: 13 (2010)

Education

Master of Science, Public Administration

Bachelor of Science, Fire and Safety Engineering

Professional Registrations

Certified Safety Professional, No. 24176

Certified Instructional Trainer, No. 13126

Certified Hazardous Materials Manager, No. 16556

Certified Mine Safety Professional, United States No. 370

Certified Public Manager

Emergency Medical Technician, Florida No. EMT 60490

MSHA Instructor

OSHA HAZWOPER Site Worker and Site Supervisor

NUCA Confined Space Entry Trainer

NUCA Trench/ Excavation Trainer

Hazardous Materials Curriculum, National Fire Academy

CPR and First Aid Instructor

Office Location

Miami Lakes, Florida

Career Summary

Mr. Kirby Lastinger serves as the WSP Southeast U.S. HSSE Manager. Mr. Lastinger possesses a diverse set of skills that make him exceptionally adept at addressing the variety of challenges often associated with health, safety, and environmental issues.

His expertise includes 39 years of experience in the public fire service industry within the State of Florida. Mr. Lastinger's roles throughout his fire service career have included firefighter, driver/engineer, lieutenant, acting battalion chief, urban search and rescue (USAR) team coordinator, fire inspector, and instructor. He has taught numerous classes throughout the United States in many areas of safety and emergency response for fire departments, municipalities, private industries, and the military.

Due to his significant expertise in the safety and health field, Mr. Lastinger has been called upon by a variety of private and public industries to provide safety consulting and training services. These have all been in relation to maintaining compliance with federal and state regulated safety codes, including OSHA, MSHA, RCRA, NFPA, EPA, and DOT. In addition, he has developed programs to assist clients with safety compliance, and emergency action and preparedness plans for hazardous materials storage and handling.

Professional Experience

Site Safety and Health Manager

Spirit Lake Interim Tunnel Repairs, Mount St. Helens, Washington

Provided site safety and health management for the tunnel repairs from January through March 2016, working closely with the Portland, OR USACE office, the prime contractor, and the tunnel contractor. Responsible for all work activities in the tunnel including safety and industrial hygiene. Work hazards included removal of rock in the area to be repaired by drilling and chipping, rib placement, grouting, and shotcrete operations. His work included developing the Activity Hazard Analysis for all work activities, monitoring worker safety, air monitoring, exposure monitoring to cold and silica, and ventilation surveys to ensure airflow met minimum requirements for the number of people, equipment being used, and work being performed in the tunnel daily.

Site Safety and Health Manager

Maryville Train Derailment, Maryville, Tennessee

Provided site safety management and direct safety oversight for all contractors (almost 300 at the peak of the incident) working on site of a train derailment involving a release of Acrylonitrile, which impacted surface and subsurface soils in the immediate and adjacent areas. WSP geotechnical and environmental engineers, geologists, and safety managers were called upon to offer services at the site. Primary hazards included contaminated soils, potential for hazardous/ flammable atmosphere, use of and working near heavy equipment, multiple types of drilling, and general site safety and health hazards. Developed the site-specific health and safety plan for the initial response and continued to update the plan as the incident progressed during a two-week period.

Max Ramos, PSM

Project Manager / Senior Surveyor

Firm Name

WSP

Years of Experience

Industry: 26 (1997)

WSP: 21 (2002)

Education

Bachelor of Science, Surveying and Mapping

Professional Registrations

Professional Surveyor and Mapper, Florida #LS6458

Training and Certifications

ArcGIS Training

Trimble Navigation GPS Training Seminars

NGS 2nd Order Leveling and Adjustment Seminar

Terrestrial Laser Scanning

AutoCAD Training Courses

Hydrographic Surveys

UAS Surveys

Office Location

Altamonte Springs, Florida

Career Summary

Mr. Ramos has 26 years of Florida field/office experience with an emphasis on GPS surveying, GIS computations, deed analysis, preparation of legal descriptions, and automated map production. Mr. Ramos has been involved in all phases of survey projects including planning, recon, measurement, analysis, and presentation of data. He is proficient in the use of adjustment software such as STAR*NET, GEOLAB, and the Trimble Suite of software as well as AutoCAD and Micro Station mapping software.

Professional Experience

Project Surveyor

Continuing Surveying Services, Orange County School Board, Orange County, Florida

Produces final survey products in support of capital improvement projects related to existing school sites since 2008. Typical assignments have included boundary, topographic, and utility surveys of existing school sites.

Survey Office Operations

Continuing Surveying Services Contract, City of Orlando, Florida,

Supports various City departments, including Public Works, Engineering, Legal, Parks and Recreation, and Drainage. Develops final products for assignments, including platting, boundary and topographic surveys, utility designation and location, and control surveys.

Project Surveyor

Continuing Surveying Services, Orange County, Florida

Supports various County departments including Capital Improvements, Public Works, Parks and Recreation, Real Estate, and Roads and Drainage. Representative assignments have included geodetic control densifications, topographic surveys, utility route surveys, photogrammetric survey control, lift station surveys, preparation of legal descriptions, and GIS inventory mapping.

Assistant Project Surveyor

I-4 from SR 536 to SR 528, Design Survey, Florida Department of Transportation District 5, Orange County, Florida

Responsible for design survey operations. Reviewed and processed alignment and design survey data and merged with LAMP design survey data to produce final digital design files to support design-build project delivery methodology.

Survey Office Operations

Continuing Surveying Services, City of Ocoee, Florida

Supports development of final products for project assignments that have included boundary surveys, specific purpose surveys, topographic surveys, utility line surveys to include designation and excavation, preparation of legal descriptions, and Florida Statues Chapter 177 plat review.

Jason Hudson, CST III

Senior Survey Crew Chief

Firm Name

WSP

Years of Experience

Industry: 31 (1992)

WSP: 31 (1992)

Training and Certifications

National Society of Professional Surveyors Certified Survey Technician Level III

ICS Survey Correspondence Courses

CSX Transportation Rail Safety Certification

Florida East Coast Railway Safety Certification

First Aid Training Certification

e-RailSafe Certification

MTS Training Seminars

MOT Training

Health and Safety Training

Confined Space Training

Trimble Navigation GPS Training Seminars

FDOT Certified Work Zone Training

Office Location

Altamonte Springs, Florida

Career Summary

Mr. Hudson has more than 30 years of in-the-field surveying experience. He started his surveying career as a rodman and has advanced through hard work and study to become a versatile and technically sound field surveyor, as evidenced by his American Congress on Surveying and Mapping/National Society of Professional Surveyors (ACSM/NSPS) Level III Certified Survey Technician certification. Mr. Hudson is knowledgeable and experienced in virtually all aspects of field survey operations and is particularly adept at computations and map interpretation and is well known for his ability to "sniff out a corner."

Professional Experience

Senior Field Operations

Continuing Surveying Services, City of Ocoee, Florida

Projects have included boundary surveys, specific purpose surveys, topographic surveys, utility line surveys to include designation and excavation, preparation of legal descriptions, and plat review.

Survey Field Operations

Continuing Surveying Services Contract, City of Orlando, Florida

Work under these contracts involved supporting various City departments, including Public Works, Engineering, Legal, Parks and Recreation, and Drainage. Assignment included platting, boundary and topographic surveys, utility designation and location, and control surveys.

Survey Field Operations

Continuing Surveying Services, Orange County, Florida

Supported various County departments including Capital Improvements, Public Works, Parks and Recreation, Real Estate, and Roads and Drainage. Representative assignments have included geodetic control densifications, topographic surveys, utility route surveys, photogrammetric survey control, lift station surveys, preparation of legal descriptions, and GIS inventory mapping.

Senior Crew Chief

Orlando Utilities Commission Continuing Surveying Services, Orange, Osceola, and Polk Counties, Florida

Since 1999, WSP has provided miscellaneous surveying and mapping services on an as-needed basis to various departments within OUC including water and sewer, housing, environmental, transmission, real estate, and substation. WSP was recently reselected to continue providing continuing land surveying services to OUC through 2023.

Victor Pabon, CST

Survey Crew Chief

Firm Name

WSP

Years of Experience

Industry: 10 (2013)

WSP: 10 (2013)

Training and Certifications

CSX Transportation Rail Safety Training

First Aid Training

Office Location

Altamonte Springs, Florida

Career Summary

Mr. Pabon has performed a variety of land and engineering surveying services for numerous public and private agencies and organizations while working at WSP. As a field crew chief, he is responsible for the daily supervision of field crew operations, including the location of topographic features and infrastructure, equipment operation and maintenance, line cutting, and monumentation setting.

Professional Experience

Survey Crew Chief

City of Ocoee Continuing Land Surveying Services, Ocoee, Florida

Beginning in 1998 through a series of four consecutive continuing surveying and mapping contracts, WSP has provided surveying and mapping services on an as-needed task assignment basis to various departments within the City including Capital Projects, Utilities, Public Works, Engineering, and Parks and Recreation.

Survey Crew Chief

All Aboard Florida Rail Passenger Corridor, HNTB Corporation, South and Central Florida

Performed field survey operations to support rail design and land acquisition activities for this 235-mile corridor from Miami to Orlando International Airport. Primary activities included establishing a horizontal and vertical control network for the entire corridor, acquisition of topographic survey data through the use of mobile LiDAR for 200 miles of corridor, and land acquisition surveys and related mapping for the westerly 35 miles of the corridor.

Survey Crew Chief

Launch Complex 41, Kennedy Space Center, Florida

Field operations to support collection of as-built data for the immediate launch pad, overhead utility lines, approaches, and associated roadway and utility infrastructure for topographic and control survey.

Survey Crew Chief

North District Geodetic Control Height Modernization Survey and Hydrologic Data Collection Sites Calibration, Southwest Florida Water Management District, Florida

Field survey support for SWFWMD's state-mandated NAVD1988 migration. Successfully performed innovative horizontal and vertical geodetic control surveys, utilizing establishment of GPS-derived static vector networks, supported by strategic use of conventional leveling control measuring as a QA/QC procedure (in accordance with National Geodetic Survey [NGS] recommendations for height modernization surveys). The initial project covered the north half of SWFWMD's overall jurisdiction, which includes nine counties, and covers an area of more than 2,000 square miles. This network provides an integrated network of horizontal and vertical control stations newly-established at 108 locations specified by SWFWMD, which are in the immediate vicinity of wells, recorders, staff gauges, and control structures.

Concepcion Barrios

Senior Survey Crew Chief

Firm Name

WSP

Years of Experience

Industry: 35 (1988)

WSP: 25 (1998)

Training and Certifications

Florida Certified Work Zone Safety

FDOT Certified Contract Plan Reading

CSX Safety and Access Certification

FECRR Safety and Access Certification

OSHA Confined Space Entry

Transportation Worker Identification Credential Security Clearance

Office Location

Altamonte Springs, Florida

Career Summary

Mr. Barrios has been engaged in the surveying and mapping profession for the past 35 years. Formally trained as a land surveyor in his native Panama, for the past 25 years he has been employed as a survey crew chief for WSP. Mr. Barrios brings considerable knowledge and practical experience in all areas of field survey operations with a focus on electronic data collection, location of subsurface utilities, and applications using GPS technology.

Professional Experience

Senior Survey Crew Chief

City of Ocoee Continuing Land Surveying Services, Ocoee, Florida

Beginning in 1998 through a series of four consecutive continuing surveying and mapping contracts, WSP has provided surveying and mapping services on an as-needed task assignment basis to various departments within the City including Capital Projects, Utilities, Public Works, Engineering, and Parks and Recreation.

Senior Survey Crew Chief

City of Orlando Continuing Surveying and Mapping Services, Orlando, Florida

WSP has provided surveying and mapping services on an as-needed task assignment basis to various departments within the City including utilities, real estate, legal, public works, NTC Reuse, and parks and recreation.

Senior Survey Crew Chief

FDOT District 5 Continuing Surveying Services, Central Florida

Since 2014, WSP has served as a FDOT districtwide surveying consultant for the Central Florida area under a series of individual contracts. A wide variety of services have been rendered, focusing mainly on supporting the planning and design of transportation infrastructure improvements. WSP has provided a wide variety of surveying and mapping services to the Department.

Senior Survey Crew Chief

Colt Creek State Park Wetlands Restoration, Southwest Florida Water Management District, Florida

Performing all field survey operations to support hydrological modeling and design of improvements to restore existing wetlands in the park. Survey involved densification of vertical control, measurement of 35 cross sections at selected locations across the drainage basin, and the location and detailed as-built surveys of all drainage structures (culverts, catch basins, headwalls, etc.) located within the 1,600-acre project area.

Senior Survey Crew Chief

Osceola County Solar Energy Site Surveys, Florida Power and Light Company, Osceola County, Florida

Directed field operations in the preparation of boundary, topographic, and wetlands location surveys for this 895-acre parcel in Osceola County.

Philip "Darren" Spikes

Survey Crew Chief

Firm Name

WSP

Years of Experience

Industry: 29 (1994)

WSP: 20 (2003)

Training and Certifications

CSX Transportation Rail Safety Certification

Florida East Coast Railway Safety Certification

First Aid Training Certification

e-Railsafe Certification

MTS Training Seminars

MOT Training

Health and Safety Training

Confined Space Training

Trimble Navigation GPS Training Seminars

FDOT Certified Work Zone Training

Office Location

Altamonte Springs, Florida

Career Summary

Mr. Spikes has 29 years of in-the-field surveying experience, starting his surveying career as a rodman and has advanced through hard work and study. He is knowledgeable and experienced in all aspects of field survey operations and is particularly adept at performing engineering design and topographic surveys utilizing electronic data collection procedures.

Professional Experience

Crew Chief

City of Ocoee Continuing Land Surveying Services, Ocoee, Florida

Beginning in 1998 through a series of four consecutive continuing surveying and mapping contracts, WSP has provided surveying and mapping services on an as-needed task assignment basis to various departments within the City including Capital Projects, Utilities, Public Works, Engineering, and Parks and Recreation.

Crew Chief

Orange County Public Schools Continuing Land Surveying Services, Orange County, Florida

Boundary Surveys, Topographic Surveys, Design Surveys, Final Surveys, Wetlands Surveys and subsurface utility location and mapping services for existing public school sites, ranging in size from 5 to 65 acres.

Crew Chief

Orange County Continuing Land Surveying Services, Orange County, Florida

Surveying and mapping services to various departments within the County including Capital Projects, Legal, Utilities, Public Works, Real Estate, and Parks and Recreation.

Crew Chief

City of Orlando Continuing Surveying and Mapping Services, Orlando, Florida

Surveying and mapping services on an as-needed task assignment basis to various departments within the City including Utilities, Real Estate, Legal, Public Works, NTC Reuse, and Parks and Recreation.

Crew Chief

Sanlando Springs Route Survey, Seminole County, Florida

Responsible for field operations associated with the development of engineering design surveys and right-of-way maps covering this 1.7-mile residential corridor to support design of utility and sidewalk location. Specific tasks included establishment and referencing of alignment, retracement and remonumentation of lot and block properties of lands adjacent to corridor, and complete topographic survey, including designation of subsurface utilities, from centerline of pavement to 5' beyond the right-of-way line.

Anthony Waters, CST

Survey Technician

Firm Name

WSP

Years of Experience

Industry: 16 (2007)

WSP: 16 (2007)

Training and Certifications

NSPS Certified Survey Technician

Office Location

Altamonte Springs, Florida

Career Summary

Mr. Waters has extensive Florida surveying and mapping experience. He began his career as a survey field technician and has served as an instrument man, party chief, and survey office technician. This versatility allows him to effectively serve in many roles for the surveying and mapping department. He is familiar with field operations, methodologies and instrumentation, data acquisition and processing workflows, and data processing hardware and software.

Professional Experience

Office Operations/Survey Technician

Boundary and Topographic Surveys of Public Schools, Orange County Public Schools, Florida

Supported the production of boundary and topographic surveys for John Young Elementary School (28 acres), Pineloch Elementary School (33 acres), and Cypress Creek High School (78 acres) as part of the Orange County Public Schools (OCPS) Capital Improvements Program. Responsible for field crew coordination, reduction and processing of survey data, and compilation of final mapping products.

Office Operations/Survey Technician

Orange County Continuing Land Surveying Services, Orange County, Florida

Authorized under four separate continuing surveying services contracts, this work has involved providing surveying and mapping services to various departments within the County including Capital Projects, Legal, Utilities, Public Works, Real Estate, and Parks and Recreation.

Survey Technician

City of Orlando Continuing Surveying and Mapping Services, Orlando, Florida

WSP has provided surveying and mapping services on an as-needed task assignment basis to various departments within the City including utilities, real estate, legal, public works, NTC Reuse, and parks and recreation.

Survey Technician

FDOT District 5 Continuing Surveying Services, Central Florida

Since 2014, WSP has served as a FDOT districtwide surveying consultant for the Central Florida area under a series of individual contracts. A wide variety of services have been rendered, focusing mainly on supporting the planning and design of transportation infrastructure improvements. WSP has provided a wide variety of surveying and mapping services to the Department, including project network control, right-of-way surveys, design surveys, subsurface utility engineering, and preparation of right-of-way maps.

Matthew Ducsay, CST

Survey Technician

Firm Name

WSP

Years of Experience

Industry: 6 (2017)

WSP: 6 (2017)

Training and Certifications

NSPS Certified Survey Technician

Work Zone Safety

CSX Safety and Access Certification

FECRR Safety and Access Certification

National Safety Council First Aid Certification

OSHA Confined Space Entry

Office Location

Altamonte Springs, Florida

Career Summary

Mr. Ducsay has six years of experience in the surveying and mapping industry, including topographic, route design, and boundary surveys. He is familiar with a variety of survey equipment, including Trimble Global Navigation Satellite System units, digital levels, conventional levels, and robotic total stations. As a field crew technician, Mr. Ducsay is responsible for the daily support of field crew operations, including the location of topographic features and infrastructure, equipment operation and maintenance, line cutting, and monumentation setting.

Professional Experience

Survey Field Technician

Continuing Surveying Services Contract, Orange County, Florida

Provided field survey operations support in performing surveying and subsurface utility engineering tasks to include topographic design surveys, utility designation and utility excavation.

Survey Field Technician

Stanton Energy Center Continuing Professional Surveying and Mapping Services, Orlando Utilities Commission, Florida

Field survey support associated with providing ongoing surveying and mapping services to a number of different departments within the Orlando Utilities Commission. This has included establishing horizontal and vertical control, performing boundary and topographic surveys for both transmission line corridors, substations and proposed solar energy sites, performing hydrographic and quantity surveys, construction layout, and subsurface utility location and survey at Stanton Energy Center.

Survey Field Technician

Continuing Surveying Services Contract, City of Orlando, Florida

Under these contracts, involved in supporting various City departments, including public works, engineering, legal, parks and recreation, and drainage. Assignment included platting, boundary and topographic surveys, utility designation and location, and control surveys.

Survey Field Technician

Brightline Trains Inter-City Rail Corridor, Brevard and Orange County, Florida

Field survey support associated with planning, design and land acquisition of a 40 mile section of the project corridor running along State Road 528 from US 1 in Cocoa westerly to Orlando International Airport. Tasks included GNSS RTK and static measurement campaigns and three-wire differential level runs over the project corridor to establish primary project control; surveys of Public Land Survey System (PLSS) and platted lands to support development of boundary surveys and legal descriptions; performing topographic surveys of selected areas for design; and the location of wetland boundaries to support environmental permitting.

Brandon Gaston, CST II

Survey Technician

Firm Name

WSP

Years of Experience

Industry: 12 (2011)

WSP: 4 (2019)

Education

Associate of Science, Surveying Technology,

Training and Certifications

NSPS Certified Survey Technician

Florida Certified Work Zone Safety

First Aid Certification

Office Location

Altamonte Springs, Florida

Career Summary

Mr. Gaston has 12 years of experience in the surveying and mapping industry. He is from a family of surveyors and has served as a rodman, instrument man, party chief, and currently as a survey office technician. This experience, together with his continuing education in geomatics, has provided him the versatility to effectively serve in many roles for the surveying and mapping department. He is familiar with field operations, methodologies and instrumentation, data acquisition and processing workflows, and data processing hardware and software. He has extensive experience in the preparation of record plats, route surveys, and ALTA/NSPS Land Title Surveys.

Professional Experience

Office Operations/Survey Technician

City of Ocoee Continuing Land Surveying Services, Ocoee, Florida

Beginning in 1998 through a series of four consecutive continuing surveying and mapping contracts, WSP has provided surveying and mapping services on an as-needed task assignment basis to various departments within the City including Capital Projects, Utilities, Public Works, Engineering, and Parks and Recreation.

Office Operations/Survey Technician

Orange County Capital Projects Kaley Square Park, Orlando, Florida

Responsible for office operations associated with the production of a certified topographic survey of this 6-acre neighborhood park located in downtown Orlando, Florida. Office tasks included field note reduction, processing of electronically-collected data, and production of a certified topographic survey in both CAD and hard copy formats.

Office Operations/Survey Technician

Brightline Trains Boca Raton Station, Boca Raton, Florida

Responsible for survey offices operations in the developmetn of a boundary and topographic survey of a 1-mile section of the Florida East Coast Railway to support permitting and design of a new rail station.

Office Operations/Survey Technician

FPL Barron Collier Solar Energy Center, Collier County, Florida

Responsible for office operations associated with the production of a certified boundary and topographic survey of this 595-acre solar energy facility located in east Collier County, Florida. Office tasks included title research, field note reduction, processing of GPS and digital leveling data, and production of related CAD and hard copy products.

Christopher J. Lindstedt, PSM

Surveyor

Firm Name

WSP

Years of Experience

Industry: 30 (1993)

WSP: 23 (2000)

Education

Bachelor of Science, Geomatics

Professional Registrations

Professional Land Surveyor, Florida #LS6372

Training and Certifications

Trimble Navigation GPS Training Seminars

HYPAC Hydrographic Surveying

Mean High Water Determinations

Office Location

Altamonte Springs, Florida

Career Summary

Mr. Lindstedt's first exposure to surveying was as a child accompanying his father, a professional land surveyor for more than 25 years. At the age of 16, he began working on a survey field crew for his father's company. Fourteen years later, he graduated from the University of Florida with a Bachelor of Science degree in Geomatics. His duties as project surveyor include planning and directing control, hydrographic, laser scanning, and cadastral surveys, and providing technical support for GPS operations, including Static, Fast-Static, RTK, and DGPS. For the past 20 years, Mr. Lindstedt has focused his efforts on using the latest methods in GPS to specialize in hydrographic surveying.

Professional Experience

Project Surveyor

City of Ocoee Continuing Land Surveying Services, Ocoee, Florida

WSP has provided surveying and mapping services on an as-needed task assignment basis to various departments within the City including Capital Projects, Utilities, Public Works, Engineering, and Parks and Recreation.

Project Surveyor

Global Positioning System Static Network, St. Johns River Water Management District, Florida

Provided field supervision for this project that entailed performing a GPS Static Network across remote portions of the St. Johns River marsh in Brevard and Orange Counties in order to establish three-dimensional geodetic control and support subsequent real-time GPS data collection and mapping.

Project Surveyor

FDEP Continuing Statewide Surveying Services, Florida

WSP has compiled appraisal maps of lands ranging from 5 to 5,000 acres, acquired title information, and performed numerous cadastral/land acquisition surveys throughout Central Florida.

Project Surveyor

Hydrographic Surveys, U.S. Coast Guard, St. Petersburg, Florida

Responsible for hydrographic surveys of the USGS base in St. Petersburg to support planning and design of docking improvements. Automated bathymetric surveys were conducted in conjunction with real-time navigation and positioning system to map the harbor bottom. This was coupled with topographic surveys of banks and near shore areas to provide complete topographic coverage of the project areas.

Dustin Atwater, GISP

Senior GIS Analyst

Firm Name

WSP

Years of Experience

Industry: 20 (2003)

WSP: 12 (2011)

Education

Bachelor of Landscape Architecture, Landscape Ecology

Professional Registrations

Geographic Information Systems Professional No. 91642

FDEP Stormwater Erosion and Sedimentation Control Inspector, Florida No. 25050

Office Location

Gainesville, Florida

Career Summary

Mr. Atwater is a Geographic Information Systems (GIS) Professional working in the environmental discipline. Responsibilities include management, implementation, and development of GIS applications as well as several years of experience in environmental planning. He has applied working knowledge of GIS technology including ArcHydro, ArcView, ArcInfo, and ArcGIS 10. He has used ArcView, ArcGIS, Visual Basic, and Microsoft spreadsheets and database programs. His primary duties include database design, spatial analysis, data conversions, and mapping. As an environmental planner, Mr. Atwater has gained experience analyzing, modeling, and mapping natural resources including wetland and aquatic vegetation, forests, and endangered species habitats. He also has experience in analyzing land-use and impervious surfaces. Mr. Atwater is charged with the management and quality assurance of deliverables on an ongoing basis.

Professional Experience

GIS Lead

Monroe County, Roads and Vulnerability Analysis and Capital Plan, Monroe County, Florida

Responsible for all aspects of the GIS effort, including mobile GIS application development, database creation and management, desktop surveys of readily available information regarding the subject sites, and emissions inventory maps. Climate change, including but not limited to extreme weather conditions and sea level rise has prompted planners and officials to focus on strategies that support a more resilient system. The roadway system is vital for its access/evacuation and mobilization within the Florida Keys. As part of the County's sustainability approach, this project will merge climate change science and modeling, with transportation engineering and planning to develop a long-term roads adaptation plan based on design criteria, Sea Level Rise (SLR) projections, adaptation methodology, policy/financing evaluation, and public/stakeholder outreach. The project will be divided into three phases: study and analysis, engineering design, and adaptation plan.

GIS Lead

Monroe County, Harry Harris Park Vulnerability Analysis, Monroe County, Florida

Monroe County contracted WSP to complete a vulnerability assessment of Harry Harris Park, which is a popular place for locals to spend a day at the ocean. This assessment proactively developed adaptation strategies to enhance the County's investment in an important State goal: the preservation and enhancement of working waterfronts in Florida. Specifically, WSP (1) evaluated the available existing data (including previous sea level rise modeling; the County's Local Mitigation Strategy; building, sea wall and property elevations; and plans, renderings, drawings, and surveys) and (2) prepared a vulnerability characterization/analysis to define the park's future vulnerability to sea level rise and adaptation alternatives (related to existing and proposed site improvements) to proactively promote the resilience and storm surge of the site and its use in perpetuity as a public facility with recreational boat access use.

Certifications and Registrations

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

January 31, 2023

WSP USA ENVIRONMENT & INFRASTRUCTURE INC
1 PENN PLZ FL 4
NEW YORK, NY 10119-0025

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7932

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7932**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

WSP USA ENVIRONMENT & INFRASTRUCTURE INC
1075 BIG SHANTY RD NW STE 100
KENNESAW, GA 30144-3652

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Certifications and Registrations

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5046**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

CHARLES BARNES GARDINER III
931 N STATE ROAD 434 STE 1201
ALTAMONTE SPRINGS, FL 32714-7050

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Board of Certified Safety Professionals

Upon the recommendation of the
Board of Certified Safety Professionals,
by virtue of the authority vested in it,
has conferred on

John Kirby Lastinger

the credential of

Certified Safety Professional

and has granted the title as evidence of meeting the qualifications and passing the required examination so long as this credential is not suspended or revoked and is renewed annually and meets all recertification requirements.

CSP®

BOARD OF CERTIFIED SAFETY PROFESSIONALS

July 1, 2013
DATE ISSUED

24176
CERTIFICATION NUMBER

BOARD PRESIDENT SIGNATURE

BOARD SECRETARY SIGNATURE

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS4201**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

ROBERT MICHAEL JONES
1300 FOXFIRE DR
APOPKA, FL 32712-3015

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Board of Certified Safety Professionals

Upon the recommendation of the
Board of Certified Safety Professionals,
by virtue of the authority vested in it,
has conferred on

John Kirby Lastinger

the credential of

Certified Environmental, Safety and Health Trainer

and has granted the title as evidence of meeting the qualifications and passing the required examination so long as this credential is not suspended or revoked and is renewed annually.

CET

BOARD OF CERTIFIED SAFETY PROFESSIONALS

December 28, 2013
DATE ISSUED

13126
DESIGNATION NUMBER

BOARD PRESIDENT SIGNATURE

BOARD SECRETARY SIGNATURE

C E R T I F I E D
SURVEY TECHNICIAN

Victor Pabon

through knowledge, experience and testing has met the requirements
established by the Certified Survey Technician Board.

NSPS

President

Level
Level I Entry

Date
November 4, 2021
Certification Number
1021-7326

NSPS CST
CERTIFIED SURVEY TECHNICIAN
6/30/2023
Expiration Date

IHMM
INSTITUTE OF HAZARDOUS MATERIALS MANAGEMENT

THIS CERTIFIES THAT

JOHN KIRBY LASTINGER

HAS SUCCESSFULLY MET ALL THE REQUIREMENTS OF EDUCATION, EXPERIENCE AND EXAMINATION, AND IS HEREBY DESIGNATED A

CERTIFIED HAZARDOUS MATERIALS MANAGER®
CHMM®

February 26, 2014
DATE OF CERTIFICATION

16556
CREDENTIAL NUMBER

July 31, 2024
CERTIFICATION EXPIRES

EUGENE A. GUILFORD, JR.
EXECUTIVE DIRECTOR

VALID SO LONG AS THIS CREDENTIAL IS RENEWED ACCORDING TO SCHEDULE AND IS NOT OTHERWISE REVOKED.

ANSI

Accredited by the American National Standards Institute and the Council of Engineering and Scientific Specialty Boards

Certifications and Registrations

Mr. Jason M. Hudson
Certified Survey Technician
jason.hudson@woodplc.com

Professional Information

Wood E&IS
Survey Party Chief
15126 HARROWGATE WAY
WINTER GARDEN
Florida
34787 United States
[Map]

4075227570 (Phone)

Creditials: CST

CST Certification Number: 1199-1127

CST ID Number: 1253

CST Level: Level III Boundary

Mr Anthony D. Waters Jr
Certified Survey Technician
anthony.waters@woodplc.com

Professional Information

Wood E&IS
Field Crew / Cad Tech
550 Northlake Blvd
Altamonte Springs
Florida
32701 United States
[Map]

CST Certification Number: 0713-4704

CST ID Number: 6987

CST Level: Level I

Matthew Ducsay
Certified Survey Technician
matthew.ducsay@woodplc.com

Professional Information

Wood
3040 Aloma Ave Apt K11
Winter Park
Florida
32792 United States
[Map]

CST Certification Number: 0122-7471

CST ID Number: 11269

CST Level: Level I

Brandon Gaston
Certified Survey Technician
bgaston@atwell-group.com

Professional Information

Atwell LLC
Project Coordinator
2660 Maitland Center Pkwy
Suite 262
Maitland
Florida
32751 United States
[Map]

Creditials: CST

CST Certification Number: 1021-7325

CST ID Number: 6016

CST Level: Level II Field

1

MAX RAMOS
13864 RED MANGROVE DR, ORLANDO, FL 32828-7389

Complaints 0
Print

License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS6458	01/26/04	02/28/25	Active
Surveyor of Record For	LB7912	07/08/11	02/28/15	Null and Void

CHRIS J LINDSTEDT
15351 AMBERBEAM BLVD, WINTER GARDEN, FL 34787-4630

Complaints 0
Print

License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS6372	08/06/02	02/28/25	Active
Surveyor of Record For	LB2628	03/03/78	02/28/25	Active

GIS Certification Institute

This certifies that

Dustin Atwater

has met the standards for ethical conduct and professional practice as established by the GIS Certification Institute for recognition as a

Certified Geographic Information Systems (GIS) Professional (GISP)

and is therefore entitled to all the rights and privileges thereunder.

This grant of certification shall expire or be deemed inactive on 6/25/2023 unless, by that date, the individual shall have successfully completed recertification.

Certification Number 91642 Date of Initial Certification 6/25/2015

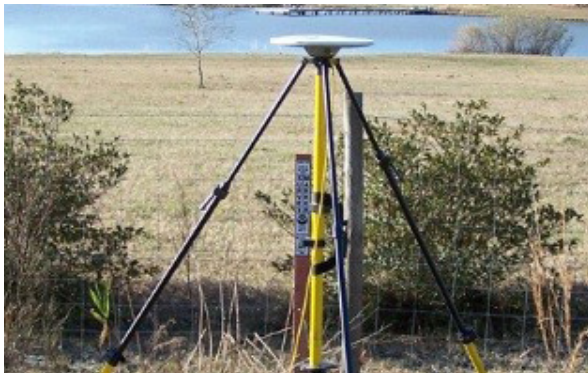
Martin Roche, GISP
GISCI President

Bill Hodge, GISP
GISCI Executive Director

Sub-consultants

WSP has taken great care in assembling a team we believe to be a winning combination for the City providing an effective mix of experienced, local staff and national experts located in nearby regional offices. We are confident that we can provide the required expertise for all services requested in the RFQ. WSP presents this response to the City as the sole service provider for surveying and mapping Services. WSP will seek to provide practicable subcontracting opportunities and to the fullest extent consistent with efficient contract performance, and demonstrate good faith efforts to maximize the participation of Minority Businesses (MBEs), Women Businesses (WBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses as necessary.

Similar Services



With the recent acquisitions of the Environment & Infrastructure business (E&I) of Wood and Golder, we are more prepared than ever to deliver solutions to our clients. Our proposal presents a combination of staff from legacy WSP and those from these recent acquisitions.

WSP has more than 35 years of experience providing surveying and engineering services to state, federal, and commercial clients. We are widely recognized for our professionalism, as well as our high quality surveying, engineering, science, assessments, and consulting services. Since 1987, we have worked under no less than 32 continuing land surveying services contracts similar in nature to this solicitation.

Quality of work, cost control, and compliance with time schedules are just some of the reasons these clients continue to utilize our services. These agencies can attest that they are receiving quality services from us; and we intend to respond to this contract with the same level of excellence. We stand behind our work and guarantee your satisfaction. Our goal is to provide our clients with the best possible services in a safe and efficient manner.

It is our feeling that the City requires a consultant who is qualified by experience, past performance, superior staff, and a commitment to excellence. In other words, the City must feel comfortable that the consultant selected will work in the best interests of the City, attending to the work promptly, focusing on the needs and problems of each assignment to arrive at economical and efficient solutions, producing superior work products, establishing good lines of communication and being completely truthful in all business conducted. We feel qualified to partner with you to accomplish your goals and objectives.

Our firm is registered with the Department of Business and Professional Regulation/Department of Agriculture and Consumer Services and has been providing surveying and mapping services in the state since 1987. We have focused on providing our services to public sector clients and, as a result, we have established and maintained successful business relationships with a number of governmental clients, including the Cities of Ocoee, Orlando,

and Apopka; Orange County Public Schools; Orange, Seminole, Osceola, and Lake Counties; the Orlando Utilities Commission; the Greater Orlando Aviation Authority; FDEP; SJRWMD; SFWMD; SWFWMD; FDOT; USACE; the U.S. Department of the Interior, National Park Service, and the U.S. Department of Agriculture (USDA)/Natural Resource Conservation Service (NRCS).

From our group's inception, we have been involved in engineering, land acquisition, land management, and asset management programs administered by governmental agencies. We have been a part of numerous programs throughout the state, including Save Our Rivers, Rails-to-Trails, P-2000, Florida Forever, and Conservation and Recreational Lands. We have also had significant involvement in many major scientific and engineering missions in the state of Florida, including decommissioning and development of the Orlando Naval Training Center, the Comprehensive Everglades Restoration Plan (CERP), the development of the Orlando International Airport, the SWFWMD migration from NGVD29 to NAVD88, Lake Apopka Restoration, Cross Florida Barge Canal – Rodman Reservoir Restoration, and the restoration of the headwaters of the St. Johns River. Subsequently, we have developed specific in-house capabilities and expertise in our line of services that can prove of value to the City in the execution of this contract. These services include:

- Cadastral/Boundary Surveys: To support acquisition and the location of real property boundaries including water boundaries and rights-of-way.
- Control Surveys: All surveys require some level of horizontal and/or vertical control. This has been a specialty practice area of our firm.
- Construction Layout, As-Built, and Quantity Surveys: Providing both layout and as-built surveys of constructed improvements, including quantity computations.
- Engineering/Topographic Surveys: To support planning, design, and construction of infrastructure and scientific applications.
- Right-of-Way Surveying and Mapping: To support appraisal, acquisition and land management of road, waterway, and utility corridors.
- Hydrographic Surveys: Determination and mapping of waterbody bottom elevations and contours, location of submerged vegetation and obstructions, and determination of sediment thickness.
- Photogrammetric/Remote Sensing Survey Support: Establish survey control to support mapping operations and provide quality-control "ground-truthing" survey services of mapping products. Provide in-house Terrestrial and Mobile LiDAR services and products to support a number of projects and programs.
- Resource Mapping: Location and mapping of wetlands, facility, and infrastructure inventory.
- GIS Services: We provide high quality consulting services to assist in the design, development, and implementation of GIS for scientific, environmental, engineering, land use planning, and other applications to meet the needs of today's decision makers.
- Subsurface Utility Investigation and Survey: Utilizing electromagnetic and "soft dig" technology to expose, locate, and map subsurface utilities.
- Platting: The subdivision of lands in conformance with Chapter 177, Florida Statutes; including the combination and/or splitting of parcels.
- Condominium Surveys: Surveying and mapping and description/graphic depiction of real property in conformance with Chapter 718, Florida Statutes.
- Preparation of Legal Descriptions: To support conveyance of real property interests.
- Land Management Surveys: To clearly establish and mark new and existing boundaries.
- Title Services: Public records research for documents affecting title to subject properties.
- Owner's Representative Services: Provide services related to scope development, cost estimation and review of surveyor's services and products on behalf of the owner.
- Expert Witness Testimony: WSP's highly specialized staff members provide unbiased key testimony and expert witness analyses in many critical court cases.

Our surveying and mapping group has, over the years, acquired the equipment and developed the expertise and experience necessary to provide a wide range of surveying services.

Geodetic control surveys have long been an important part of our practice. Our staff has an extraordinary level of knowledge and practical experience in horizontal and vertical control surveys and is supported with the equipment and software to efficiently complete the work. We have been utilizing GPS/GNSS technology on an almost continuous basis since 1992 and were the first firm in Central Florida to utilize digital levels in establishing a vertical control network. Our staff has had the privilege to work with the National Geodetic Survey (NGS) as well as various federal, state, and local agencies in the development of GPS Height Modernization surveys to support the migration from the use of the National Geodetic Vertical Datum of 1929 to the current North American Vertical Datum of 1988 (NAVD88).

Our staff has performed 1st and 2nd order horizontal and 2nd and 3rd order vertical control surveys in conformance with NGS specifications, with the results being published in the National Spatial Reference System (NSRS). A recent large-scale effort has involved establishing a 235-mile geodetic control network to support the development of the All Aboard Florida High Speed Rail Project.

In general, cadastral surveying is related to land boundaries and subdivisions, usually made for property ownership transfer or to define the limitations of title. The term is also related to details of area, ownership, and value of real property. Although current usage of this term typically designates the surveys of the public lands of the United States, including retracement of the original surveys, the term can also be used to describe any survey to identify and restore property line locations.

Throughout the past 35 years, we have focused on acquiring the experience and competence necessary to provide those services associated with cadastral surveying, both as a firm and individually. We have extensive local experience in Public Land Survey System surveys, including involvement and certification in the Bureau of Land Management Certified Federal Surveyor Program by our firm's principals Mr. Gardiner and Mr. Jones, as well as metes and bounds and subdivision (lot and block) surveys. Thoroughly "researching the record" is critical in successfully establishing real property boundaries and our local database and knowledge of historical survey data available in this area will allow for a complete professional and defensible boundary survey product. Water boundaries also fall under the term of cadastral surveying. Our experience in water boundaries dates back to 1988 and our involvement in the development of FDEP "physical fact methodology" for the location of the Ordinary High Water Line (OHWL). Over the years, we have been involved in a number of OHWL boundary determinations and related proceedings as the courts develop legal precedence and common law in this area of boundary law.

While we are considerably inland from the sea, we have had occasion to perform Mean High Water Line surveys pursuant to Chapter 177-Part II, Florida Statutes. Our most recent effort in this area of boundary law involved providing expert testimony for Volusia County in a lawsuit involving a challenge to the legality of the public's use of the beach. Platting is also associated with cadastral surveying and involves the surveying and mapping of real property to create and identify real property rights. Platting of lands in Florida is governed by Chapter 177- Part I, Florida Statutes.

We have both submitted and served as reviewing surveyor for a number of plats filed of record in Orange and Seminole counties and have a good understanding of Chapter 177. More importantly, we have been involved in platting lands falling in these counties for the past 35 years and have an intimate understanding of the review process including the Subdivision Plat Requirements and the Final Plat Review Checklist and Additional Plat Requirements.

Closely related to cadastral surveying is right-of-

way surveying and mapping. This includes surveying and title examination for roadway, rail, and utility corridors and involves establishing corridor boundaries for the purpose of acquiring real property rights over the lands which the corridor crosses. The work products associated with right-of-way surveys are typically right-of-way control surveys, right-of-way maps, and legal descriptions and sketches. Regarding right-of-way surveying of transportation corridors, we have 35 years of experience in Central Florida. This includes more than 65 miles of survey and mapping for FDOT Districts 1, 5, and 7, more than 15 miles of similar work for Volusia and Orange Counties, and more than 160 miles of rail corridor work for CSX Transportation and FDEP. With regard to utility corridor right-of-way surveys, we have surveyed more than 15 miles of corridor for the Orlando Utilities Commission, 5 miles for Orange County Utilities, and more than 125 miles for Duke Energy and Florida Power and Light Company. This experience has allowed us to gain a unique understanding of the individual acquisition process of each agency and how each of the previously referenced work products must be compiled to supplement each other in assisting the title and legal staff of each agency in acquiring real property rights.

We also have a historically strong background in engineering surveys to support the planning, design, and construction of infrastructure improvements. Topographic surveys of individual sites and corridors have been a mainstay of our practice for many years. We have many miles of topographic/design surveys of the corridors described previously as well as large and small site surveys for many clients, including most of the counties and municipalities in the Central Florida area.

We have many tools at our disposal to efficiently produce topographic surveys including electronic total station with data collector, GPS/GNSS operating in RTK mode and utilizing the Trimble Navigation Virtual Reference System (VRS), terrestrial and mobile LiDAR laser scanning, photogrammetric survey methodologies (in coordination with photogrammetrist) and utilizing UAS, and conventional survey of baseline and grid (yes, we still believe there are applications where this can be the most efficient way to get the job done). The key to successfully performing topographic surveys is understanding the client's particular needs and designing the survey methodology/approach to meet those needs.

The needs of a hydrologist modeling a drainage basin are much different than those of the engineer designing an intersection/roadway improvement. Particular attention must be paid to the required accuracies, and level of detail depicted on the final product as well as the CAD format and layering system to be utilized.

Hydrographic surveys have been a part of our practice since 2000. We have performed sizable bathymetric surveys of inland waterways, lakes, and ports for SJRWMD, SFWMD, and FDEP, among others. We have a complete fleet of shallow draft boats and single and dual frequency acoustic measurement equipment to perform bathymetric surveys, sediment thickness surveys and the identification of vegetation and obstructions.

Typically, we utilize USACE Manual 1110-2-1003 to provide technical guidance in performing hydrographic surveys.

Construction layout, as-built, and quantity surveys are "bread and butter" engineering surveys that have been a part of our practice for many years.

WSP's service related to both MFLs and surveying since 2011 has been innovative and consistent. Whenever circumstances arose that required intervention or correction, WSP was quick to respond in an effective manner and to the satisfaction of their client. WSP staff was consistently highly qualified, capable, and professional."

John C. Good, PE

Chief Professional Engineer

Suwannee River Water Management District

We have been involved in providing these services for a number of the major development projects in the area including the Orlando International Airport, Orlando-Orange County Convention Center, Eastern (SR 417) and Western (SR 429) Beltways, I-4 Improvements, The VUE, 55 West, Stanton Energy Center, and Plant Vogtle Nuclear Plant. We have a variety of survey methodologies at our disposal and the key to success is understanding just what the client requires and designing an approach to meet those needs.

Closely associated with engineering surveys is subsurface utility location (SUL) and survey. Our experience in SUL has always focused on location/exposing and surveying the location of subsurface utilities in a single operation. Working closely with local utility companies through established relationships and the "one-call" process we identify which subsurface utilities might be present on the job site. Utilizing geophysical instrumentation, including ground penetrating radar (GPR), our staff identifies the approximate horizontal location and depth of the utility.

Depending on client needs, we would then expose the utility to identify size, material, depth, and direction of the utility by utilizing our in-house soft-dig equipment. The utility line is then surveyed, typically utilizing a combination of GPS/GNSS and traditional survey methodologies. SUL has been a part of our practice since 1999 and we have provided continuing SUL services for many clients including OCPS, City of Orlando, Orange County, OUC, and FDOT Districts 2, 5, 6, 7 and Turnpike.

We have extensive experience developing and using Geographic/GIS for environmental restoration applications, infrastructure management, resource management, cadastral base mapping, and other applications that require the analysis of spatial data. While we are experienced in the use of many commercial GIS and desktop mapping systems, our primary software of choice for GIS is the suite of ArcGIS products developed by Environmental Systems Research Institute, including their web development applications ArcIMS and ArcSDE. We also maintain a CAD department to support the preparation of digital maps and the integration of CAD basemaps with GIS.

With over 35 years of continuous operations in the Central area, our firm has an excellent past performance record with our clients.

We have been providing our services to SWFWMD on a continuous basis since 2007, primarily involved with the District's NAVD88 Migration Program. There have been 12 tasks associated with the work, all of which were performed on time and within budget. The District has been pleased with the services and projects that we have provided and has renewed our contract.

Notably, SJRWMD has been a continuing client for the past 22 years through individual projects and through four consecutive continuing service contracts. Many times, we have successfully provided the District with cadastral surveying services in compressed timeframes to facilitate real estate closings, and completed challenging engineering surveys for the Survey Division. The District re-selected our firm in 2017 to provide continuing professional surveying and mapping services.

Beginning in 2002, we served as a survey contractor for SFWMD as part of the Comprehensive Everglades Restoration Plan. This work has involved many projects similar to your projects including control, cadastral, and engineering support surveys; many located in physically-challenging environments. We completed all assignments on time and within budget. Several of our right-of-way mapping products have been utilized as example work products for other consultants to emulate.

We have had a continuous contractual relationship with FDEP (and predecessor DNR) Bureau of Surveying and Mapping since 1992, through a series of continuing surveying and mapping contracts that have been renewed/re-selected five times, evidence of our providing good, consistent service over the years.

We have been under contract to FDOT since 1992, providing engineering and design surveys, right-of-way mapping and legal descriptions for many of the Districts statewide. All of the Districts that we have worked for have been pleased with the services that we have provided.

We have been providing continuing surveying and mapping services to the Orlando Utilities Commission since 1999. This has involved a wide variety of services to include boundary, right-of-way, topographic, as-built, subsurface utility, hydrographic, and as-built surveys. In January 2018, OUC re-selected our firm to provide continuing professional surveying and mapping services through 2023.

Additionally, we have been under contract to the United States Department of Agriculture/Natural Resources Conservation Service (USDA/NRCS) since 2005 in providing surveying and mapping and engineering services for the acquisition of conservation easements over rural properties throughout Florida. All 19 task orders have been executed on schedule and within the negotiated budget.

The following pages demonstrate current or recently completed similar services within the past three (3) years with other public or private agencies including original contract price and final cost.

City of Ocoee Continuing Land Surveying Services

Ocoee, Florida

Beginning in 2008 through a series of four consecutive continuing surveying and mapping contracts, WSP has provided surveying and mapping services on an as-needed task assignment basis to various departments within the City including Capital Projects, Utilities, Public Works, Engineering, and Parks and Recreation. Assignments have included:

- Horizontal and vertical geodetic control
- Boundary and right-of-way surveys
- Topographic surveys
- Tree location surveys
- As-built surveys
- Preparation of legal descriptions
- Construction control
- Roadway and utility corridor design surveys
- Wetlands delineation surveys
- Subsurface utility designation and excavation

In addition, WSP has served as City Surveyor in the review and approval of record plats suitable for recordation in the public records in conformance with Chapter 177, Florida Statutes as prepared by other consultants.

A representative task assignment involved the boundary and topographic survey of the City's Central Park. Originally a boundary survey, involving both aliquot part and lot and block legal descriptions, was performed. This revealed several boundary issues in which WSP made presentations to adjacent land owners and served as facilitator in resolving the issues with land owners and the City. As a plan for redeveloping the park emerged, WSP reentered the field to perform a partial topographic survey of the park to include location of existing improvements, tree locations, and spot elevations on a 100-foot grid to define the topography in the project area.

WSP completed all task assignments on schedule and within budget. In 2017, the City reselected WSP to provide continuing surveying and mapping services under the current contract to cover the timeframe of 2017 to 2022.

Responsibility:

Prime

Client/Owner:

City of Ocoee
1800 A.D. Mims Road
Ocoee, FL

Contact Details:

Jaime Croteau
407.905.3159
jcroteau@ocoee.org

Project Dates:

2008 to Present
(On schedule)

Original Contract Price / Final Cost:

$65,000

Project Managers:

Charles Gardiner, PLS R. Michael Jones, PLS

Key Personnel:

Max Ramos, PSM
Chris Lindstedt, PSM
Brandon Gaston, CST II
Anthony Waters, CST
Concepcion Barrios
Jason Hudson, CST III
Darren Spikes
Victor Pabon, CST

Orange County Continuing Land Surveying Services

Orange County, Florida

Authorized under four separate continuing surveying services contracts, this work has involved providing surveying and mapping services to various departments within the County including Capital Projects, Legal, Utilities, Public Works, Real Estate, and Parks and Recreation. WSP completed more than 165 task assignments on schedule and within budget. Assignments have included:

- Horizontal and vertical geodetic control
- Photo control
- Topographic surveys
- Boundary surveys
- ALTA/ACSM land title surveys
- As-built surveys
- GIS asset inventory and mapping
- Bathymetric surveys
- Preparation of legal descriptions
- Platting
- Maintenance maps
- Subsurface utility designation and excavation

A representative task assignment was the Taft Center – Head Start Facility for the Capital Projects Division. Architectural and engineering site improvements were required to better serve the public at this existing 2-acre facility in Taft. To support these needs, we prepared a boundary and topographic survey of the site to include reestablishing the rights-of-way of Orange Avenue (County Road 527), the CSX Rail corridor and 4th Street per Plat of Taft, mapping of perimeter improvements and potential encroachments, the location of all above ground and evidence of subsurface improvements, locations of trees, acquisition of elevation data to develop a DTM, and one-foot con-tours across the site and the mapping of furnished title information.

Another representative task assignment involved preparing a specific purpose survey for the Orange County Convention Center (OCCC) Capital Planning Group. The specific purpose of the survey was to locate and map project specific surface and subsurface improvements to support the final design of additional site improvements in the vicinity of the OCCC North Dock area. Sub tasks included densification of NAD 83/90 and NAVD88 control, electronic data collection, subsurface utility designation and excavation, location and elevation of geotechnical investigation sites, and close coordination with OCCC staff for site access and scheduling of survey activities that did not conflict with OCCC events.

WSP was recently reselected to provide continuing surveying and mapping services to Orange County through September 2023.

Responsibility:

Prime

Client/Owner:

Orange County
4200 South John Young Parkway, Orlando, FL

Contact Details:

William Muscatello, Jr.
407.836.7881
william.muscatello@ocfl.net

Project Dates:

1999 to Present
(On schedule)

Original Contract Price / Final Cost:

$950,000

Project Managers:

Charles Gardiner, PLS
R. Michael Jones, PLS

Key Personnel:

Max Ramos, PSM
Brandon Gaston, CST II
Anthony Waters, CST
Concepcion Barrios
Jason Hudson, CST III
Darren Spikes
Orlin Pena
Matt Ducsay, CST
Victor Pabon, CST

City of Orlando Continuing Surveying and Mapping Services

Orlando, Florida

Beginning in 1994 as part of five continuing services contracts, WSP has provided surveying and mapping services on an as-needed task assignment basis to various departments within the City including utilities, real estate, legal, public works, NTC Reuse, and parks and recreation.

Assignments have included:

- Horizontal and vertical geodetic control
- Photo control
- Boundary and right-of-way surveys
- Topographic surveys
- Tree location surveys
- As-built surveys
- Preparation of legal descriptions
- Land title research
- Plat preparation
- Roadway and utility corridor design surveys
- Wetlands delineation surveys
- Subsurface utility designation and excavation

A representative task assignment involved the Naval Training Center (NTC), McCoy Annex lying west of and adjacent to the Orlando International Airport. Due to our previous experience and knowledge of these properties as part of the City's decommissioning and development of NTC, WSP was selected to provide surveying and mapping services for two parcels of land, totaling 133.5 acres, to be conveyed to others for development based on City planning and engineering requirements.

The primary purpose of these surveys was to establish and describe the parcel boundaries, locate and map existing above ground improvements, acquire title information reports and map title encumbrances that affected the parcels, and prepare legal descriptions for lift station and sewer line easements required by the City in the future.

Sub-tasks included recovery and ties to the original NAD83/1990 project horizontal datum, retracement of adjoining platted and non-platted lands defining the parcel boundaries, mapping of above ground improvements utilizing a combination of photogrammetric and traditional data collection methodologies, designation of underground force main lines, and coordination with City transportation, utilities, and planning departments to define parcel and easement boundaries.

Responsibility:
Prime

Client/Owner:
City of Orlando
400 S. Orange Avenue
Orlando, FL

Contact Details:
Richard Allen
407.246.2788
richard.allen@
cityoforlando.net

Project Dates:
1994 to Present
(On schedule)

Original Contract Price / Final Cost:
$250,000

Prime Consultant's Project Managers:
Charles Gardiner, PLS R. Michael Jones, PLS

Key Personnel:
Max Ramos, PSM
Brandon Gaston, CST II
Anthony Waters, CST
Concepcion Barrios
Jason Hudson, CST III
Darren Spikes
Orlin Pena
Matt Ducsay, CST
Victor Pabon, CST

FDOT District 5 Continuing Surveying Services

Central Florida

Since 2014, WSP has served as a FDOT districtwide surveying consultant for the Central Florida area under a series of individual contracts. A wide variety of services have been rendered, focusing mainly on supporting the planning and design of transportation infrastructure improvements. WSP has provided a wide variety of surveying and mapping services to the Department including:

- Establishing horizontal and vertical Project Network Control to support subsequent design and right-of-way survey tasks
- Performing engineering route surveys to support planning and design of roadway improvements
- Performing right-of-way surveys and compiling right-of-way mapping products to support the acquisition of real property rights
- Measuring and mapping cross sections of existing canals to calculate volumes
- Performing subsurface utility engineering (SUE) services involving the designation and excavation of subsurface utilities to support roadway and utility design
- Performing bathymetric surveys of inland waterbodies to support bridge hydraulic studies

A representative project was the Green Swamp-State Road 33 bridge widening project. This work involved widening an existing bridge and 4,000' of an adjacent two-lane roadway. Project tasks included establishing Project Network Control, design and right-of-way survey of the corridor, SUE services to designate and excavate subsurface utilities to ASCE 38-02 guidelines, and preparation of right-of-way control and maintenance maps.

Another representative project was the US 1/SR 5 resurfacing project of 4.1 miles which required establishing horizontal and vertical Project Network Control, performing engineering design surveys at selected locations requiring infrastructure improvements, designation of subsurface utilities in selected areas, and re-establishing the baseline of survey alignment consistent with the original right-of-way maps.

A recent representative task assignment was the SR 426 (Fairbanks Avenue) Retrofit Lighting project in Winter Park. Working closely with FDOT staff, we performed detailed utility designation and excavation (VVH) at 12 intersection locations to support the design of new light pole facilities as part of safety enhancements to SR 426. This urban corridor contained numerous existing utilities requiring close coordination with the utility providers and the City of Winter Park.

Responsibility:

Prime

Client/Owner:

Florida Department of Transportation
719 S. Woodland BoulevardMS-3-559
Deland, FL

Contact Details:

Thomas LaCorte, PSM
386.943.5267
thomas.lacorte@dot.state.fl.us

Project Dates:

2014 to 2019
(On schedule)

Original Contract Price / Final Cost:

$1.5 Million

Prime Consultant's Project Managers:

Charles Gardiner, PLS
R. Michael Jones, PLS

Key Personnel:

Max Ramos, PSM
Anthony Waters, CST
Concepcion Barrios
Jason Hudson, CST III
Darren Spikes
Matt Ducsay, CST
Victor Pabon, CST

Orlando Utilities Commission Continuing Surveying Services

Orange, Osceola, and Polk Counties, Florida

Since 1999, WSP has provided miscellaneous surveying and mapping services on an as-needed basis to various departments within OUC including water and sewer, housing, environmental, transmission, real estate, and substation. WSP was recently reselected to continue providing continuing land surveying services to OUC through 2022. Assignments have included:

- Boundary surveys
- Topographic surveys
- Wetland location surveys
- Construction layout
- As-built surveys
- Hydrographic surveys
- Ordinary high water line surveys
- Quantity surveys
- Preparation of legal descriptions and sketches
- Subsurface utility designation and excavation

Representative of our assignments has been our work at the Stanton Energy Center (SEC) in east Orange County. Over the past several years working at SEC, we have:

- Performed a perimeter boundary survey of the 1,500-acre campus
- Established photogrammetric control and subcontracted photogrammetric services for mapping of the western half of the campus
- Performed bathymetric surveys of cooling, recycle, and water retention ponds to support quantity computations of unconsolidated materials
- Performed construction layout and subsequent as-built surveys of the landfill expansion project
- Established and maintained a network of 3-dimensional control monuments relative to NAD 83/2011 and NAVD88/NGVD29 utilized for project design and construction
- Surveying the location and elevation of 30 hydrological monitor wells located across the campus
- Established and continue to build an inventory map of subsurface utility improvements for the designation and excavation of subsurface utilities on a project by project basis
- Perform quarterly quantity surveys for construction of coal ponds and landfill expansion

Responsibility:
Prime

Client/Owner:
Orlando Utilities Commission
5971 Pershing Avenue
Orlando, FL

Contact Details:
Charles Doud, PE
321.537.9998
cdoud@ouc.com

Project Dates:
1995 to Present
(On schedule)

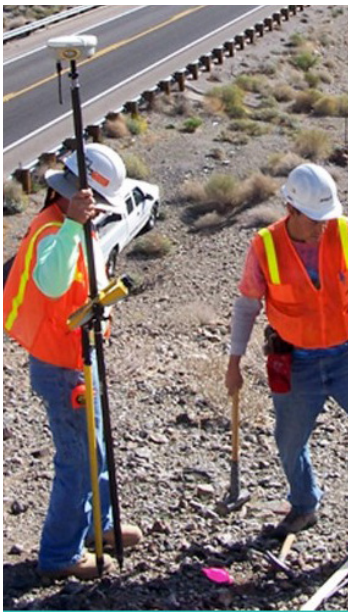
Original Contract Price / Final Cost:
$860,000

Project Manager:
R. Michael Jones, PLS

Key Personnel:
Charles Gardiner, PLS
Max Ramos, PSM
Brandon Gaston, CST II
Anthony Waters, CST
Concepcion Barrios
Jason Hudson, CST III
Darren Spikes
Matt Ducsay, CST
Victor Pabon, CST

Seminole County Continuing Survey and Mapping Services

Seminole County, Florida



Beginning in 2002 through a series of four consecutive continuing surveying and mapping contracts, WSP has provided surveying and mapping services on an as-needed task assignment basis to various departments within the county including capital projects, utilities, GIS, water resources, public works, and parks and recreation. Assignments have included:

- Horizontal and vertical geodetic control
- Boundary and right-of-way surveys
- Photo control
- LiDAR mapping
- Topographic surveys
- As-built surveys
- Utility and facility GIS asset inventory and mapping
- Preparation of legal descriptions
- Roadway and utility corridor design surveys
- Subsurface utility designation and excavation

A typical project associated with this contract was the Howard Avenue Reconstruction Project. Howard Avenue is a paved rural roadway just north of Oviedo. The roadway pavement and shoulder was failing due to subsurface conditions, heavy traffic and the water table effects of an adjacent deep drainage ditch. To support geotechnical engineering operations and subsequent design we prepared a boundary and topographic survey of a 2500' section of roadway to identify right-of-way lines and to provide information as to existing site conditions. The survey involved establishing project horizontal and vertical control relative to the County's primary control network, identifying the limits of right-of-way with ties to Public Land Survey System (PLSS) and record plat controlling corners, location of existing above ground improvements in the corridor, collection of sufficient topographic data to develop spot elevations and one-foot contours along the corridor, performing a bathymetric survey of the adjacent deep ditch, location and elevations of geotechnical investigation sites, and production of digital mapping products compatible with County mapping operations.

Another project that we have been involved with is the County's Stormwater Inventory Mapping program. We have been involved with this program for the past 10 years which includes field location and subsequent mapping of stormwater assets utilizing DGPS data collection methodologies (2D/sub-meter mapping), population of attribute data utilizing County data dictionaries, and creation of shape files in ESRI format for each infrastructure data sets: structures, pipes, channels, and ponds. Deliverable products are GIS shape files with individual coverages for each data set together with supporting digital terrestrial photography captured for each of the items listed above. WSP was re-selected to provide continuing surveying and mapping services to Seminole County through 2024.

Responsibility:
Prime

Client/Owner:
Seminole County
100 E. 1st Street
Sanford, FL

Contact Details:
Mike Garcia
407.665.567
mgarcia@
seminolecountyfl.gov

Project Dates:
2002 to Present
(On schedule)

Original Contract Price / Final Cost:
$225,000

Project Manager:
Charles Gardiner, PLS

Key Personnel:
R. Michael Jones, PLS
Max Ramos, PSM
Brandon Gaston, CST II
Anthony Waters, CST
Concepcion Barrios
Jason Hudson, CST III
Darren Spikes
Orlin Pena
Matt Ducsay, CST
Victor Pabon, CST

FDEP Continuing Statewide Surveying Services

Statewide Florida

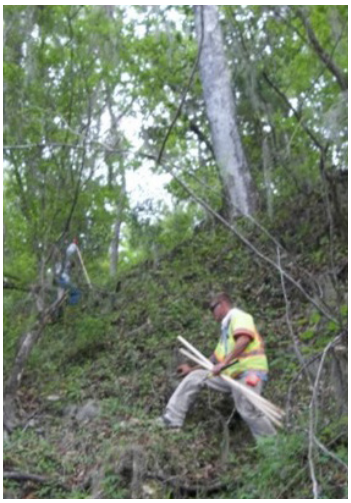
Since 1992, WSP has served as a FDEP statewide general surveying consultant for the Central Florida area under a series of individual contracts. A wide variety of services have been rendered, focusing mainly on land acquisition and land management. WSP has compiled appraisal maps of lands ranging from 5 to 5,000 acres, acquired title information, and performed numerous cadastral/land acquisition surveys throughout Central Florida. We have also provided a number of other services, including:

- Establishing geodetic control and sub-contracting with a photogrammetrist to acquire photo enlargements and digital ortho-photo data
- Preparing written scopes of work
- Managing the efforts of other survey consultants
- Reviewing acquisition surveys, appraisal maps and title information for completeness and conformity to FDEP Survey Specifications

A representative project was the Caber Coastal Connector/Panther Ridge Estates, Inc. parcel in Levy County. This project originates with WSP providing services to the land owners to divide the ownership into equitable parcels and developing areas and maps that were subsequently used by FDEP for appraisal purposes. When a contract for the 1492-acre Panther Ridge Estate parcel was executed, WSP was issued a task assignment to prepare the land acquisition survey and was able to complete the task in a cost-efficient and timely manner.

A similar representative project is the recently completed Shingle Creek Regional Trail-Yates Connector in Osceola County. This was the "missing link" needed to connect the trail from Kissimmee to Orange County. The survey of this 29-acre parcel along the shores of Lake Tohopekaliga and Shingle Creek was performed in compliance with FDEP Bureau of Survey and Mapping requirements and included the survey and location of the "safe upland line" elevation of 55'NGVD to establish, for acquisition purposes, the riparian boundary of this parcel.

In 2017, WSP was re-selected to provide statewide continuing surveying and mapping services to FDEP through February 2027.



Responsibility:

Prime

Client/Owner:

Florida Department of Environmental Protection
3900 Commonwealth Boulevard MS105
Tallahassee, FL

Contact Details:

Jorge Alonso
850.245.2637
jorge.alonso@dep.state.fl.us

Project Dates:

1992 to Present
(On schedule)

Original Contract Price / Final Cost:

$1.5 Million

Project Managers:

Charles Gardiner, PLS R. Michael Jones, PLS

Key Personnel:

Max Ramos, PSM
Chris Lindstedt, PSM
Brandon Gaston, CST II
Anthony Waters, CST
Concepcion Barrios
Jason Hudson, CST III
Darren Spikes
Orlin Pena
Matt Ducsay, CST
Victor Pabon, CST

Project Management and Schedule

Our team commits to the City that it will provide sufficient staff resources to handle even peak workload demands. Our team has the resources available to expedite schedule at any time if needed and all are equally committed to client satisfaction and to outstanding technical performance on each and every task assignment.

Our team has a proven track record of successfully managing continuing services projects that are similar in size and scope to the City contract. We have reviewed our recent, current, and projected workload and are confident that our team has more than adequate availability to complete the required services. The majority of our projects are at the 50% to 95% level nearing completion.

All members of the team are committed to this project and are available for the life of this contract on an as-needed basis. The availability of our staff will allow for the initiation and completion of any task required in a minimum amount of time. The team will dedicate the necessary time to any assigned task. We are well-known and respected in our profession for performing multiple projects and task assignments within the constraints and limitations of schedules, budgets, and project boundaries. Our daily ability to handle the scope of services will be facilitated primarily by continuously tracking staff needs and availability to ensure project commitments are met and costly staff overloading or under loading is avoided. The team project manager, **Mr. Charles Gardiner, PLS, CFedS**, will oversee and coordinate this effort to ensure an effective staff allocation whereby team adjustments will be made as dictated by the project requirements and in accordance with the designated work plan.

We are confident that this project will be an excellent fit for our team in terms of experience and proficiency as well as the availability of the personnel who are proposed. The professionals who would be utilized for this project are committed to client service and accustomed to providing the individual time and effort necessary to successfully achieve the objectives of our clients.

Survey Equipment

List and quantity of firm's (and firm's sub-consultants' if applicable) equipment including survey instruments, computers, plotters, vehicles, etc.

Aside from having sufficient, available and experienced manpower, another important component of our ability to perform the requested services is having ample physical resources to support our crews and office staff. Our firm has the following equipment and resources available for this contract:

GPS/ GNSS Equipment

- ✓ (3) Trimble R8 dual frequency receivers
- ✓ (6) Trimble R6 dual frequency receivers
- ✓ (4) Trimble R2 dual frequency receivers
- ✓ (13) Trimble TSC2 and TSC3 system controllers
- ✓ (3) Trimble Pro XR DGPS receivers
- ✓ (10) 2-meter fixed height tripods

Electronic Total Stations

- ✓ (4) Trimble S7 (3 second) robotic total stations
- ✓ (2) Nikon model DTM 551 (1-inch) electronic total stations
- ✓ (2) Trimble S8 (1 second) robotic total stations

Automatic/Digital Levels

- ✓ (5) Wild NA2
- ✓ (4) Zeiss DiNi21 2nd order digital level with matching rods
- ✓ (1) Zeiss DiNi11 1st order digital level with matching invar rods

Subsurface Utility Location Equipment

- ✓ Groundhog model HT-1300 soft-dig excavation unit
- ✓ Metrotech geophysical line locators
- ✓ RD-400 pipe and cable locators
- ✓ GSSI SIR-2000 GPR units
- ✓ Fisher TW-6 M-Scope

Software

- ✓ Trimble and HYPAC MAX hydro software suites
- ✓ Trimble GPS software suite
- ✓ CAiCE software
- ✓ Microstation v8/GEOPAC software suite
- ✓ ESRI ArcGIS software suite
- ✓ AutoCAD all versions since 2002 with LDD/Civil 3D

Vehicles

- ✓ (6) 2020 to 2022 Chevy ½- and ¾ -ton trucks
- ✓ (1) 2020 Chevrolet 4x4 1-ton trucks
- ✓ MarshMaster
- ✓ (4) ATV

Hydrographic Equipment

- ✓ Odom HydroTrac Echosounder with shallow water transducer
- ✓ Hammerhead laptop

Hardware

- ✓ (10) 600MHZ Pentium with 30 GB workstations
- ✓ HP design jet T3500 plotter
- ✓ (4) Pentium 3 laptops

Boats

- ✓ (1) 16-foot Go-Devil shallow draft boat
- ✓ (1) 18-foot Yamaha metal hull hydro survey boat
- ✓ (2) 16-foot metal hull shallow draft hydro survey boats

Client References

Client satisfaction is our top priority, especially with regard to schedule and budget constraints. We are responsive to all our clients to provide accurate and timely information on critical issues. The most current, relevant projects that represent our qualifications in the areas identified in the Scope of Services described in the RFQ are shown in the Similar Services section of this submittal. We encourage you to contact our existing clients to discuss our performance with municipalities on previous projects. We have provided the names and contact information for several clients with related projects.

William Muscatello, PLS, PSM
Orange County Surveyor
407-836-7881
william.muscatello@ocfl.net

Richard Allen, PLS
City of Orlando Surveyor
407-246-2788
richard.allen@cityoforlando.net

Joseph Fazio, PE
Florida Power & Light Company
301-514-6203
joseph.fazio@nee.com

Charles Doud, PE
Orlando Utilities Comission
321-537-9998
cdoud@ouc.com

SECTION #2
Firm's Office Location & Other Forms

WSP Office Locations

WSP's depth of global resources allows us to provide our clients with innovative solutions engineered to fit perfectly with local project challenges. WSP's Florida operation employs more than 300 people in offices located in every region of the state, including more than 150 people in the Central Florida area.

For this opportunity, Charles Gardiner, PLS, CFedS, will coordinate and manage this project from our local office located at 550 North Lake Boulevard, Suite 1000, Altamonte Springs, Florida 32701. We will self perform 100% of this work.

WSP's highly-qualified professionals will be able to act as an extension of the City staff when the need arises. The close proximity of our office will allow for convenient transfer of plans and information as well as meeting participation. The WSP team brings specialized Central Florida knowledge and experience to the City with added services provided from our expansive knowledge and background with survey and mapping continuing services contracts. Our Orlando office provides a full range of surveying and mapping, civil engineering, facilities engineering, environmental and material testing services.

Our team brings extensive familiarity with the local conditions, which will result in significant project time savings. We can draw on our experienced local team members to support the needs of clients, regardless of project size and complexity. The locations of our Florida offices with approximate distance and time to City Hall can be found in the table below.

Orlando 550 North Lake Blvd, Suite 1000 Altamonte Springs, Florida 32701 407.522.7570 22 miles / 30 minutes	**Lakeland** 5015 South Florida Avenue, Suite 301 Lakeland, Florida 33813 863.667.2345 65 miles / 1.5 hours
Tampa 1101 Channelside Drive, Suite 200 Tampa, Florida 33602 813.289.0750 85 miles / 2 hours	**Miami** 16250 NW 59th Ave, Suite 206 Miami Lakes, Florida 33014 305.826.5588 235 miles / 3.5 hours
Gainesville 3701 NW 98th Street Gainesville, Florida 32606 352.363.5355 110 miles / 2 hours	**Jacksonville** 6256 Greenland Road, Jacksonville, Florida 32258 904.396.5173 140 miles / 2.5 hours

Tallahassee 1441 Maclay Commerce Drive, Suite 102 Tallahassee, Florida 32312 850.656.1293 245 miles / 4 hours	**West Palm Beach** 901 Northpoint Parkway, Suite 204 West Palm Beach, Florida 33407 561.242.7713 175 miles / 3 hours
Naples 4850 Tamiami Trail North, Suite 301 Naples, Florida 34103 305.586.6594 195 miles / 4 hours	

M/WBE Certification

WSP is not an MBE/WBE/VBE firm or local developing business. However, we actively engage minority firms when putting together comprehensive teams for continuing services contracts. In fact, the executives at WSP encourage the use of MBE/WBE firms whenever possible as a means of establishing and maintaining healthy working relationships. Our strategy is to build the best possible team in an effort to fully satisfy the needs of our client.

Exhibit A - Conflict of Interest Disclosure Form

EXHIBIT "A"
RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

WSP USA Environment & Infrastructure Inc.
Firm Name

Signature

Charles Gardiner, PLS, CFedS
Name and Title (Print or Type)

March 7, 2023
Date

Exhibit B - Drug-Free Workplace Form

EXHIBIT "B"
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Respondent: WSP USA Environment & Infrastructure Inc.

Signed: _____

By: Charles Gardiner, PLS, CFedS
(Print or Type Name)

Title: Principal in Charge / Project Manager

Date: March 7, 2023

Exhibit C - Company Information and Signature Sheet

EXHIBIT "C"

COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-006

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

WSP Environment & Infrastructure Inc.
COMPANY NAME

(407) 522.7570
TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

charles.gardiner@wsp.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

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

Charles Gardiner, PLS, CFedS
NAME/TITLE (PLEASE PRINT)

550 North Lake Blvd, Suite 1000
STREET ADDRESS

Altamonte Springs, FL 32701
CITY STATE ZIP

FEDERAL ID # 91-1641772

_____Individual X Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me this 10 day of February, 20 23.

Personally Known X or

Produced Identification_____

(Type of Identification)

Notary Public - State of Florida
County of Miami-Dade

MAGGIE PROENZA KANAKIS
Notary Public - State of Florida
Commission # HH 336656
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

Signature of Notary Public

Maggie Proenza-Kanakis
Printed, typed or stamped
Commissioned name of Notary Public

SUMMARY OF LITIGATION

WSP is a large international services company and as such, there are inevitably disputes arising from time to time. While details of those disputes are confidential, we can confirm that there are no disputes or litigation of any kind, that individually or collectively, will have a material effect upon the quality of WSP's performance and its ability to provide services for this contract.

ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of the following addenda:

No. 1 Dated March 2, 2023

No._____ Dated _____

No._____ Dated _____

550 North Lake Blvd
Suite 1000
Altamonte Springs, Florida 32701
(407) 522-7570

wsp.com

RFQ #23-006
CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES
EVALUATION FORM/SHORTLIST FOR INTERVIEWS AND RECOMMENDATION OF AWARD

Respondent	Barnes, Ferland and Associates, Inc.	Chastain-Skillman, Inc.	CPH, LLC.	Halff Associates, Inc.	KCI Technologies, Inc.	Larson Design Group	Southeastern Surveying and Mapping Corp. (SSMC)	SurvTech Solutions, Inc.	WSP USA Environment & Infrastructure Inc. (WSP)
Evaluator 1	1	6	4	9	7	3	2	8	5
Evaluator 2	3	9	1	6	7	5	2	8	4
Evaluator 3	1	8	3	6	9	7	2	5	4
Evaluator 4	9	6	3	8	5	2	4	7	1
TOTAL	14	29	11	29	28	17	10	28	14
RANKING	3	9	2	8	7	5	1	6	4

Note: Lowest Total is Highest Ranking

Ties resolved by highest total evaluation criteria score.

On 3/21/23, the Evaluation Committee shortlisted the top **four (4)** ranked firms for interviews on 3/28/23.
On 3/28/23, the Evaluation Committee interviewed and confirmed their shortlisted rankings, and recommends award to the top four (4) ranked firms.

Evaluator 1

RFQ #23-006
CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Barnes, Ferland and Associates, Inc.	Chastain-Skillman, Inc.	CPH, LLC.	Halff Associates, Inc.	KCI Technologies, Inc.	Larson Design Group	Southeastern Surveying and Mapping Corp. (SSMC)	SurvTech Solutions, Inc.	WSP USA Environment & Infrastructure Inc. (WSP)
Experience of the firm & project team: Past Performance & Experience of the Firm; Past Performance & Experience of the Team Members; Past Performance & Experience with or in the City **(0-65 Points)**	63	61	64	59	0 60 — ?	61	65	59 — ?	62
Ability to Meet Time and Budget Requirements: Projected Workloads of the Firm; Affect of Legal Action Against the Firm **(0-25 Points)**	23	22	21	19	20	25	24	20	22
Office Location: Location of the Office and Proximity to the City of Ocoee **(0-5 Points)**	4	4	4	4	4	4	4	4	4
Certified Minority Business Enterprise: Include copy of M/WBE Certification for the Respondent **(0-5 Points)**	5	0	0	0	0	0	0	0	0
TOTAL POINTS (0-100 Points)	95 ~~9~~ 95	87 ~~4~~ 87	89 ~~4~~ 89	82 ~~4~~ 82	84 ~~4~~ 84	90 ~~4~~ 90	93 ~~4~~ 93	~~4~~ 83	88 ~~4~~ 88
MEMBER RANKING	1	6	4	9	7	3	2	8	5

Evaluator Name: Milen Womack

Evaluator Signature: M.S. M

Evaluator 2

RFQ #23-006
CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Barnes, Ferland and Associates, Inc.	Chastain-Skillman, Inc.	CPH, LLC.	Halff Associates, Inc.	KCI Technologies, Inc.	Larson Design Group	Southeastern Surveying and Mapping Corp. (SSMC)	SurvTech Solutions, Inc.	WSP USA Environment & Infrastructure Inc. (WSP)
Experience of the firm & project team: Past Performance & Experience of the Firm; Past Performance & Experience of the Team Members; Past Performance & Experience with or in the City **(0-65 Points)**	55	45	60	54	52	57	59	50	55
Ability to Meet Time and Budget Requirements: Projected Workloads of the Firm; Affect of Legal Action Against the Firm **(0-25 Points)**	20	17	23	20	21	18	22	16	21
Office Location: Location of the Office and Proximity to the City of Ocoee **(0-5 Points)**	4	4	4	4	4	4	4	4	4
Certified Minority Business Enterprise: Include copy of M/WBE Certification for the Respondent **(0-5 Points)**	5	0	0	0	0	0	0	0	0
TOTAL POINTS (0-100 Points)	84 84	66 66	87 87	78 78	77 77	79 79	85 85	69 69	80 80
MEMBER RANKING	3	9	1	6	7	5	2	8	4

Evaluator Name T Jean Tomlinson

Evaluator Signature

Evaluator 3

RFQ #23-006
CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Barnes, Ferland and Associates, Inc.	Chastain-Skillman, Inc.	CPH, LLC.	Halff Associates, Inc.	KCI Technologies, Inc.	Larson Design Group	Southeastern Surveying and Mapping Corp. (SSMC)	SurvTech Solutions, Inc.	WSP USA Environment & Infrastructure Inc. (WSP)
Experience of the firm & project team: Past Performance & Experience of the Firm; Past Performance & Experience of the Team Members; Past Performance & Experience with or in the City **(0-65 Points)**	55	45	55	52	45	50	55	54	54
Ability to Meet Time and Budget Requirements: Projected Workloads of the Firm; Affect of Legal Action Against the Firm **(0-25 Points)**	20	17	21	20	15	17	22	20	21
Office Location: Location of the Office and Proximity to the City of Ocoee **(0-5 Points)**	4	4	4	4	4	4	4	4	4
Certified Minority Business Enterprise: Include copy of M/WBE Certification for the Respondent **(0-5 Points)**	5	0	0	0	0	0	0	0	0
TOTAL POINTS (0-100 Points)	84 84	66 66	80 80	76 76	64 64	71 71	81 81	78 78	79 79
MEMBER RANKING	1	8	3	6	9	7	2	5	4

Evaluator Name: Stephen Krug

Evaluator Signature_____

Evaluator 4

RFQ #23-006
CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Barnes, Ferland and Associates, Inc.	Chastain-Skillman, Inc.	CPH, LLC.	Halff Associates, Inc.	KCI Technologies, Inc.	Larson Design Group	Southeastern Surveying and Mapping Corp. (SSMC)	SurvTech Solutions, Inc.
Experience of the firm & project team: Past Performance & Experience of the Firm; Past Performance & Experience of the Team Members; Past Performance & Experience with or in the City **(0-65 Points)**	63	63	63	63	63	63	63	63
Ability to Meet Time and Budget Requirements: Projected Workloads of the Firm; Affect of Legal Action Against the Firm **(0-25 Points)**	10	18	23	16	19	24	22	17
Office Location: Location of the Office and Proximity to the City of Ocoee **(0-5 Points)**	4	4	4	4	4	4	4	4
Certified Minority Business Enterprise: Include copy of M/WBE Certification for the Respondent **(0-5 Points)**	5	0	0	0	0	0	0	0
TOTAL POINTS (0-100 Points)	82 82	85 85	90 90	83 83	86 86	91 91	89 89	84 84
MEMBER RANKING	9	6	3	8	5	2	4	7

Evaluator Name Michael Rumer

Evaluator Signature Michael R

RFQ #23-006
CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Barnes, Ferland and Associates, Inc.	Chastain-Skillman, Inc.	CPH, LLC.	Halff Associates, Inc.	KCI Technologies, Inc.	Larson Design Group	Southeastern Surveying and Mapping Corp. (SSMC)	SurvTech Solutions, Inc.	WSP USA Environment & Infrastructure Inc. (WSP)
Experience of the firm & project team: Past Performance & Experience of the Firm; Past Performance & Experience of the Team Members; Past Performance & Experience with or in the City **(0-65 Points)**									63
Ability to Meet Time and Budget Requirements: Projected Workloads of the Firm; Affect of Legal Action Against the Firm **(0-25 Points)**									25
Office Location: Location of the Office and Proximity to the City of Ocoee **(0-5 Points)**	4	4	4	4	4	4	4	4	4
Certified Minority Business Enterprise: Include copy of M/WBE Certification for the Respondent **(0-5 Points)**	5	0	0	0	0	0	0	0	0
TOTAL POINTS (0-100 Points)	9	4	4	4	4	4	4	4	92 ~~94~~ 92
MEMBER RANKING									1

Evaluator Name Michael Rome

Evaluator Signature

RFQ #23-006
CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES
CHECKLIST
3/7/2023 2:00 PM

No.	RESPONDENT	Submission Requirements- Qualifications, References, etc.	Acknowledge Addendum #1	Company/License Verification	MWBE CERT.	Company Info/ Signature Sheet	Office Location
1	Barnes, Ferland and Associates, Inc.	yes, summary of litigation - none	✓	Active	Respondent	✓	Orlando, FL
2	Chastain-Skillman, Inc.	yes, summary of litigation - none	✓	Active	N/A	✓	Orlando, FL
3	CPH, LLC.	yes	✓	Active	N/A	✓	Orlando, FL
4	Halff Associates, Inc.	yes	✓	Active	N/A	✓	Tavares, FL
5	KCI Technologies, Inc.	yes	✓	Active	N/A	✓	Maitland, FL
6	Larson Design Group, Inc.	yes, summary of litigation - no list provided	✓	Active	N/A	✓	Maitland, FL
7	Southeastern Surveying and Mapping Corp. (SSMC)	yes, summary of litigation - none	✓	Active	N/A	✓	Orlando, FL
8	SurvTech Solutions, Inc.	yes	✓	Active	N/A	✓	Sanford, FL
9	WSP USA Environment & Infrastructure Inc. (WSP)	yes, summary of litigation - no list provided	✓	Active	N/A	✓	Altamonte Springs, FL

* missing forms is considered a minor irregularity

ocoee
florida

Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

District 4

City Manager
Robert D. Frank

MEMORANDUM

Ocoee Public Works Team
Improving a great community

Date: March 29, 2023

To: Joyce Tolbert, Procurement Manager

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

RE: Contract Award Recommendation.
RFQ #23-006 Continuing Contract for Surveying and Mapping Services

---

Public Works recommends award of the Continuing Contract for Surveying and Mapping Services, RFQ #23-006, to the following firms:

- Barnes, Ferland and Associates, Inc.
- CPH, LLC.
- Southeastern Surveying and Mapping Corp. (SSMC)
- WSP USA Environmental & Infrastructure, Inc. (WSP)

Nine firms submitted proposals and the four (4) firms listed above were short listed by the selection committee for interviews. The selection committee was made up of members from the Development Services, Utilities and Public Works Departments. Following the interviews, the selection committee voted unanimously to recommend awarding contracts to all of the shortlisted firms. The decision was based on the City's successful history of working with the firms and the current market. The contracts are adequately funded through the various Departments which will utilize the services.

Mayor
Rusty Johnson

City Manager
Robert Frank

Commissioners
Larry Brinson, Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

March 2, 2023

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ No. 23-006
CONTINUING CONTRACT FOR SURVEYING AND MAPPING SERVICES

This addendum shall modify and become a part of the original bid documents for the Continuing Contract for Surveying and Mapping Services Projects for FY 2023. This addendum consists of two (2) pages. Bidders shall acknowledge receipt of this Addendum in the space provided on page 17 of the bid documents. Failure to do so may subject the bidder to disqualification. **The bid date remains the same.**

Answers to questions received and/or amendments to the bid documents are as follows:

Q1. How many firms will be selected for contracted service for this RFQ?

A1. The City intends to award continuing contracts to the top three (3) firms, if possible, deemed to be the most highly qualified to perform the required services as per Page 4 of the RFQ.

Q2. Who are the firms currently providing continuing surveying and mapping services for the City?

A2. Southeastern Surveying & Mapping, Barnes, Ferland & Associates Inc, WSP USA E & I, INC, the City's term contracts are available at this link:
https://www.ocoee.org/DocumentCenter/View/1631/Term_Contracts-List-PDF?bidId=

Q3. On page 13, under section D , second paragraph, it states, "To facilitate the review of the responses, firms should follow the described response format, see also Section 5 of this RFQ." I did not see a Section 5 in the RFQ. Is the response format to follow on page 14 under I. Firm's Qualifications and II. Firm's Office Location & Other Forms?

A3. Section 5 is located on the Page 5 of the RFQ.

Q4. Can we provide any contract clarifications with our RFQ response?

A4. Yes.

Q5. Will the selected firm have the opportunity to discuss contract terms and conditions during negotiations?

A5. Yes, however, the contract draft included in the RFQ is the City's standard contract terms for these services.

Olena Stokych

Olena Stokych
Purchasing Analyst
Cc: evaluation committee

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 7

Contact Name: Shannon Hopper, Joyce Tolbert
Contact Number: Ext. 1524, Ext. 1516

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Approval to Award RFQ #23-004 Construction Manager at Risk for Floral Street Water, Sewer and Road Reconstruction. (Procurement Manager Tolbert)

Background Summary: The Floral Street Sanitary Sewer and Water Project is part of the Downtown Master Plan to stimulate development in the downtown Ocoee area. The project includes extension of the gravity sewer system which will consist of approximately 1,700 Linear Feet (LF) of new gravity sewer, six new manholes, and stub outs with clean outs for sewer service connections; an upgrade of the potable water system in this area; and extension of an existing 8" Ductile Iron (DI) water main. The cost of the improvements for this project is estimated to be $1,000,000.00. The Construction Manager at Risk (CMR) selected for the work will provide pre-construction services, including development of a Guaranteed Maximum Price (GMP) and construction phase administration. The City retained Hazen and Sawyer as the engineer of record for this project, and the design plans are approximately 60% complete. The anticipated start of construction is Summer 2023.

In compliance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes § 287.055, et seq., Construction Management Florida Statute § 255.103., and the policies and procedures of the City of Ocoee, the City solicited statements of qualifications from qualified Construction Manager at Risk (CMR) firms to be responsible for construction administration and general contracting services resulting in the successful, timely, and economic completion of City's Floral Street Water, Sewer and Road Reconstruction Project for the best possible value. Construction management services shall include but not necessarily be limited to: Pre-construction Phase services, including design and construction document review and recommendations in collaboration with the project design team; submission of a Guaranteed Maximum Price and Guaranteed Completion Date; and Construction Phase services, conditioned upon acceptance of the Guaranteed Maximum Price and Guaranteed Completion Date offered by the firm. The construction management entity must have the ability to secure an appropriate surety bond pursuant to Florida Statute § 255.05, and in conformance with City requirements, and must hold construction subcontracts.

The RFQ was advertised on January 29, 2023, and was publicly opened on February 28, 2023. A total of three (3) responses were received. The Finance and Utilities Departments reviewed the qualification statements and all were considered responsive. See the attached Checklist.

The three (3) responses were evaluated by the RFQ Evaluation Committee appointed by the City Manager, which comprised of four (4) members: Jamie Croteau, Utilities Director; Steve Krug, Public Works Director; Jen Bolling, Assistant Utilities Director; and T'Jean Tomlinson, Project Manager – Utilities' Dept. The public RFQ Evaluation Committee meeting was held on March 27, 2023, with the Evaluation Committee interviewing, evaluating, and short-listing the firms on specific evaluation criteria. The evaluation committee short-listed the three firms in ranked order, and recommended contracting with the top ranked firm, J. Malever Construction

Company, Inc., as indicated in the attached award recommendation from the Utilities' Director.

Rank	Respondent
1	J. Malever Construction Company, Inc.
2	Prime Construction Group, Inc.
3	Oelrich Construction Company, Inc.

Issue:
Should the City Commission award Request for Qualifications (RFQ) #23-004 for Construction Manager at Risk for Floral Street Water, Sewer and Road Reconstruction project to the top-ranked firm, J. Malever Construction Company, Inc., as recommended by the Evaluation Committee?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners:
1.) Award Request for Qualifications (RFQ) #23-004 Construction Manager at Risk for Floral Street Water, Sewer and Road Reconstruction to the top ranked firm J. Malever Construction Company, Inc.; and
2.) Authorize the City Manager and Staff to proceed with contract negotiations for up to, but not exceeding, a budget amount of $45,000.00 for preconstruction and design services and up to, but not exceeding, 9% for the construction management fee; and,
3.) Authorize the Mayor, City Clerk, and Staff to execute the required contract documents for the preconstruction and design services for this project. Subsequently, Staff will proceed with negotiations for the Construction Phase, Guaranteed Maximum Price (GMP) and the Guaranteed Completion date of the project, which will be brought back to the City Commission for approval upon receipt of the required performance and payment bonds and insurance.

In compliance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statute § 287.055, if contract negotiations are unsuccessful with the top-ranked firm, staff shall terminate negotiations and initiate negotiations with the next ranked firm, and so on, until an agreement is reached.

Attachments:
1. RFQ 23-004 Addendum
2. RFQ 23-004_CMAR Floral Street Water, Sewer and Street Reconstruction
3. Checklist
4. J. Malever Construction Company
5. J. Malever Interview Handout
6. Prime Construction Group, Inc.
7. Oelrich Construction
8. Oelrich Interview Handout
9. Shortlist and Evaluation Forms
10. Recommendation Memo

Financial Impacts:
This project will be funded by bond proceeds and other dollars appropriated by City Commission.

Type of Item: Consent

Mayor
Rusty Johnson

City Manager
Robert Frank

Commissioners
Larry Brinson Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

January 25, 2023

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #23-004
CONSTRUCTION MANAGER AT RISK FOR
FLORAL STREET WATER, SEWER AND ROAD RECONSTRUCTION

This addendum shall modify and become a part of the original RFQ Documents for RFQ #23-004. This addendum consists of two (2) pages, including attachments. Respondents should acknowledge receipt of this addendum in their qualification package submission. Failure to do so may subject the Respondent to disqualification. **The RFQ submission deadline has changed.**

Subsequent to the solicitation for RFQ #23-004 going live on Bonfire, the city was made aware that the required advertisement did not publish in the Orlando Sentinel on January 22, 2023 as indicated in the RFQ Documents. In order to comply with the advertising requirements of § 255.0525 (2), Florida Statutes, the submission deadline has changed. Additionally, the deadline for questions has changed. The new dates are as follows:

Deadline for Questions: **February 15, 2023, 2:00 p.m. local time**

Submission Deadline: **February 28, 2023, 2:00 p.m. local time**

Shannon Hopper

Shannon Hopper
Purchasing Technician

cc: Jamie Croteau, Utilities Director

Attachment: Legal Advertisement

Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #23-004 Construction Manager at Risk for Floral Street Water, Sewer and Road Reconstruction.** Qualification Packages will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 p.m., local time, on February 28, 2023**. Qualification Packages received after that time or through any other method will not be accepted under any circumstances. Qualification Packages that have been timely received through Bonfire will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFQ shall be in writing to Shannon Hopper, Purchasing Technician, Finance Department/Purchasing, shopper@ocoee.org. No Pre-Submittal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a statement of qualifications at no charge through Bonfire by accessing the City's published solicitation page at https://ocoee.bonfirehub.com. For more information, visit https://www.ocoee.org/323/Purchasing. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Bonfire e-Procurement Platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, January 29, 2023.

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #23-004

CONSTRUCTION MANAGER AT RISK
FOR
FLORAL STREET WATER, SEWER AND ROAD RECONSTRUCTION

ocoee

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FOR
RFQ #23-004
CONSTRUCTION MANAGER AT RISK
FOR
FLORAL STREET WATER, SEWER AND ROAD RECONSTRUCTION

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Drug-Free Workplace Certification Form*	21
Company Information and Signature Sheet*	22
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Attachment "1" – Floral Street Sewer Project Map (1 page)	25
Attachment "2" – Engineering Standards Manual (Link)	26
Attachment "3" – Draft Agreement including Exhibits "A" – "L" (81 pages)	27

***Submit with qualification package**

End Table of Contents

Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #23-004 Construction Manager at Risk for Floral Street Water, Sewer and Road Reconstruction.** Qualification Packages will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 p.m., local time, on February 21, 2023**. Qualification Packages received after that time or through any other method will not be accepted under any circumstances. Qualification Packages that have been timely received through Bonfire will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFQ shall be in writing to Shannon Hopper, Purchasing Technician, Finance Department/Purchasing, shopper@ocoee.org. No Pre-Submittal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a statement of qualifications at no charge through Bonfire by accessing the City's published solicitation page at https://ocoee.bonfirehub.com. For more information, visit https://www.ocoee.org/323/Purchasing. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Bonfire e-Procurement Platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, January 22, 2023.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #23-004
CONSTRUCTION MANAGER AT RISK
FOR
FLORAL STREET WATER, SEWER AND ROAD RECONSTRUCTION

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes § 287.055, et seq., Florida Statutes § 255.103, et seq., Construction Management or Program Management Entities, and the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications from qualified Construction Manager at Risk firms (CMR) that will be responsible for construction administration and general contracting services resulting in successful, timely, and economic completion of the City's Floral Street Water, Sewer and Road Reconstruction Project for the best possible value.

   Construction management services shall include but not necessarily be limited to:

   a. Pre-construction Phase services, including design and construction document review and recommendations in collaboration with the project design team;
   b. Submission of a Guaranteed Maximum Price and Guaranteed Completion Date;
   c. Construction Phase services, conditioned upon acceptance of the Guaranteed Maximum Price and Guaranteed Completion Date offered by the firm.

   Interested firms or individuals must be experienced in providing CMR services for projects of a scope and nature comparable to those described. The construction management entity must have the ability to secure an appropriate surety bond pursuant to Florida Statute § 255.05, and in conformance with City requirements, and must hold construction subcontracts. Use of qualified subcontractors for specialty work is acceptable. To be considered, the firm or individual shall be a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County, and City of Ocoee codes, regulations, and laws. Include a copy of all applicable licenses held by firms or subcontractors proposed to perform work.

2. The City intends to award a single contract to one (1) firm deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFQ.

3. Prospective Respondents may secure a free copy of the documents required for submitting a statement of qualifications through the Bonfire platform by accessing the City's published solicitation page at https://ocoee.bonfirehub.com. For more information visit https://www.ocoee.org/323/Purchasing. Prospective Respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Bonfire platform; there is no charge to use Bonfire. Partial sets of documents required for submitting a statement of qualifications will not be issued.

4. The City **ONLY** accepts electronic solicitation responses online through the City's Bonfire platform at https://ocoee.bonfirehub.com. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All submissions for this RFQ **MUST** be submitted electronically through the Bonfire Platform, submissions received in any other format will not be accepted; paper, fax, or e-mailed submissions will NOT be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

   Registration with Bonfire is free and is required prior to submitting a Response. You will be required to register once you click the "PREPARE YOUR SUBMISSION" in the solicitation file. It is suggested your company register no later than 24 hours in advance of the submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

   Upon completing the registration with Bonfire, Respondents will be able to submit a bid securely, any time before the submission deadline, at https://ocoee.bonfirehub.com by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once Respondent's bid has been submitted, Respondent will receive a date/time stamp confirmation within the Bonfire platform and an email from Bonfire confirming the submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the submission deadline. Respondents are encouraged to allow ample time to upload and submit their qualification package as the system will automatically lock responses upon the submission deadline. A virtual public bid opening will be held on the date and time indicated in this RFQ. Details on how to access the virtual bid opening will be posted on Bonfire once available and will also be posted on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

5. The City will receive questions regarding this RFQ only through written inquiries directed to Shannon Hopper, Purchasing Technician through the RFQ project file on the Bonfire Platform or by email at shopper@ocoee.org. The deadline for receipt of questions is **February 8, 2023 at 2:00 p.m., local time.** Questions received after that time may not be answered. Any clarifications/changes will be made by way of written addenda only, issued by the Purchasing Technician and posted on Bonfire.

6. Prospective Respondents should not contact City staff, with the exception of the Purchasing Technician, members of the Ocoee City Commission or other City consultants for information regarding this RFQ before the 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.

7. Each qualifications package should consist minimally of a cover letter, statement of qualifications, conflict of interest disclosure form, and company information form (attached at the end of these instructions). Respondents should also include a copy of all applicable licenses held by the CMR and key staff/project team proposing to perform the work. Qualification packages should be limited to a total of **fifty (50) 8.5"x**

11" pages (required forms are excluded from page count), single-sided, portrait orientation, 12-point font if possible. Additional requirements of submissions are supplied below in Section D: Submittals. Any qualifications package failing to conform to these specifications is subject to rejection. The person signing the signature sheet on behalf of the respondent must have the legal authority to bind the respondent to the submitted qualification package and shall be understood to do so. All expenses for providing a qualification package to the City in response to this RFQ shall be borne by the Respondent.

8. Respondents shall submit one (1) complete electronic copy of their qualification package on the Bonfire Platform. Qualification packages must be received by Bonfire no later than **2:00 p.m., local time, on February 21, 2023.** Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualification package **uploaded and submitted** on the Bonfire Platform prior to the due date and time.

   File Uploads – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

9. Action on qualification packages is expected to be taken by the City Commission within ninety (90) days of the submission opening date; however, no guarantee or representation is made herein as to the time between receipt of the qualification package and subsequent City Commission action. A more detailed schedule is given below.

10. All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. The provisions of the Consultant's Competitive Negotiations Act, § 287.055, Florida Statutes and the provisions of § 255.103, Florida Statutes shall apply, where applicable.

11. The successful Respondent shall be required to execute an Agreement, in form and content acceptable to the City, indemnifying and holding harmless the City, its officials, officers, employees, and agents from all claims.

By entering into this contract, the awarded firm is obligated to comply with the provisions of § 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

12. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida Statute 287.133 (2) (a).]

13. **FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request of proposal become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

14. **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 § 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 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

15. **PATENT INDEMNITY:** Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Respondent and persons employed or utilized by the Respondent in the performance of the construction contract.

    Further, 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 Respondent uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

16. The City reserves the right to accept or reject any or all proposals, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. The City may accept any item or group of items of any proposal, unless Respondent qualifies its proposal by specific limitations. The City may accept one or more proposals if, in the City's discretion, the City determines that it is in the City's best interest to do so.

    The City reserves the right to award the contract to the Respondent which, in the City's sole discretion, is the most responsive and responsible. The City reserves the right, as an aid in determining which proposal is responsible, to require a Respondent to submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial,

technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all proposals for acceptance and award.

17. This project will be funded by bond proceeds and other dollars appropriated by the City Commission. The project will be awarded upon securing the required funding.

18. **Performance and Payment Bonds:**

    a. The Successful Respondent 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.

19. **Conflict of Interest/Non-Collusion Certification:**

    Respondent declares by submission of a qualification 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 project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

    Respondent 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 Respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, the Respondent agrees to immediately notify the City in writing. **Complete the attached Conflict of Interest Disclosure Statement and submit with qualification package.**

    Respondent 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.

Respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Respondent offers and agrees that if this negotiation is accepted, Respondent will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to Respondent. The bid constitutes a firm and binding offer by Respondent to perform the services as stated.

20. **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.

21. **Safety Requirements:**

Respondent 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, (e) 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 the City's Franchisee.

22. **Drug-Free Workplace:**

Provide a statement concerning the Respondent's status as a Drug-Free Workplace or evidence of an implemented drug-free workplace program. **Complete the attached Drug-Free Workplace Form and submit with qualification package.**

23. **Certification of Non-Segregated Facilities:**

The Respondent certifies that the Respondent does not and will not maintain or provide for the Respondent's employees any segregated facilities at any of the Respondent's establishments and that the Respondent does not permit the Respondent's employees to perform their services at any location, under the Respondent's control, where segregated facilities are maintained. The Respondent 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 Respondent agrees that (except where the Respondent has obtained identical certification from proposed contractors for specific time periods) the Respondent 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 Respondent will retain such certifications in the Respondent'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.

24. **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.

B. INSURANCE TERMS AND CONDITIONS

The successful respondent shall be required to provide evidence of General (Public & Property) 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 selected 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.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.

2. Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Workers' 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.

3. 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:

4. Automobile Bodily Injury Liability & Property Damage Liability
   - $1,000,000 Combined single limit per occurrence (each person, each accident)
   - All covered automobile will be covered via symbol 1
   - Liability coverage will include hired & non-owned automobile liability
   - Include Waiver of Subrogation in favor of The City of Ocoee

5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the 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

6. 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.

7. Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

8. 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

   Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability

   Builders Risk: (as applicable for construction projects)
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence

(Remainder of page intentionally left blank.)

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

OP ID JC
FRAZE-1

DATE (MM/DD/YYYY)
11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AM Best Rating A- or Better	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Contractor's Name
Address

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
X	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY X PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X	ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
	X	HIRED AUTOS				BODILY INJURY (Per accident)	$
	X	NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$ 1,000,000
X	X	OCCUR CLAIMS MADE				AGGREGATE	$ 2,000,000
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					
		Builders Risk				Any 1 Loc	100,000
						Any 1 Occ	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER

OCOEE01

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

SAMPLE

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9. Certificates of Insurance: Certificate of Insurance Form (see sample, above), 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, and its termination date.
    - Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

C. SCOPE OF SERVICES

The Floral Street Sanitary Sewer and Water Project is part of the Downtown Master Plan to stimulate development in the downtown Ocoee area. This project will be funded by bond proceeds and other dollars appropriated by the City Commission. The cost of the improvements for this project is estimated to be $1,000,000.00. Additional information regarding Ocoee's Downtown Redevelopment is available on the city website at **http://www.ocoee.org/807/Downtown-Master-Plan**.

In order to promote growth in the Downtown area, the City is seeking to accomplish the following:

- Extend the gravity sewer system from Bluford Ave. west to Floral St., S. Cumberland Ave., and Sills Alley. This sewer extension will consist of approximately 1,700 LF of new gravity sewer, six new manholes, and stub outs with clean outs for sewer service connections.
- Upgrade the potable water system in this area due to age and redundancy.
- Extend an existing 8-inch D.I. water main on N. Cumberland Ave. approximately 280 LF to loop the water system on W. McKey St. and W. Oakland Ave.

The City retained Hazen and Sawyer as the engineer of record for this project. The design plans are approximately 60% complete. The anticipated start of construction for this project is Summer 2023.

The CMR selected for the work will provide:

1. Pre-construction services including thorough document review and identification for constructability, completeness, redundancies, gaps, the development of cost containment strategies, value engineering, and development of a Guaranteed Maximum Price (GMP) and Guaranteed Delivery Date.

2. Construction phase administration, including all scheduling and construction phasing of the work, coordination with the other development work that may be concurrently occurring adjacent to the work site, general contracting services (for all trades and including self-performance of work at the CMR's option and with City approval), coordination with private and public utilities, and securing of all required local construction permits (there is no cost for City-issued permits).

D. SUBMITTALS

Qualifications packages shall be designed to portray to the City how the Respondent's services can best match the knowledge, skills, and abilities suggested by the anticipated Scope of Services given above. Interested firms or individuals must be experienced in providing CMR services and shall be a licensed General Contractor in the State of Florida in good standing. Use of qualified subcontractors for specialty work is acceptable and expected. To be considered, the firm or individual must be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County and City of Ocoee codes, regulations, and laws. Please include a copy of all applicable licenses held by the CMR firm and project team proposed to perform work.

In order for the City to evaluate the qualification package, each Respondent shall provide information relative to their ability to provide services that will best meet the needs of the City. The required submission materials include the following:

I. CMR's Qualifications

- List of CMR's key employees/project team members, their qualifications/resumes, and their role in providing the desired City services.
- CMR's and key employee's/project team members' certifications and licenses with regulatory agencies, professional organizations, etc.
- Provide a project staff organization chart for the entire CMR team.
- List of CMR's current or recent successfully completed similar projects within the past five (5) years with other public or private agencies which illustrates the experience of the CMR.
- List of at least three (3) client references to include organization name, contact person, telephone number(s), and e-mail address.
- Current and projected workload of the CMR. Provide project and client names, project commencement and projected completion dates, and construction dollar value of the project.
- Project Approach: Briefly describe the CMR's understanding of the project and how the CMR would accomplish this work.

II. CMR's Office Location and Other Forms (not included in page limit)

- List the office location of the CMR and approximate distance (in miles) and time (in hours) to City Hall.
- Attach a Letter of Intent from a qualified surety company indicating the Respondent's bonding capacity for this project (performance and payment bond) and the surety's willingness to issue such a bond that is in compliance with Florida Statute 255.05, on the City's forms provided in this RFQ, in an amount in excess of the estimated budgeted amount shown in the Scope of Services section of this RFQ. See Section 18 of the RFQ for additional information.
- Conflict of Interest Disclosure Form
- Drug-Free Workplace Certification Form
- Company Information/Signature Sheet
- Summary of Litigation Form
- Addendum Acknowledgement, if applicable
- Certified small or minority business, women's business enterprise, or labor surplus area firm certification. Include certifications for Responding CMR firm only. Partial points will not be awarded for M/WBE sub-consultants.

E. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFQ	Request for qualifications advertised
17 days later	Last day for questions
30 days later	Statements of qualification are due
35 days later	Statements of qualification distributed to evaluation committee
45 days later	Evaluation committee meeting held
50-60 days later	Interviews of no fewer than three Respondents, if possible
Next meeting	Short-list of ranked firms recommended to City Commission

Dates are estimated and subject to change at the City's discretion.

F. SELECTION PROCESS

1. The criteria for selection shall be based on the criteria listed in the RFQ. The City reserves the right, before awarding the contract, to require a Respondent to submit additional evidence of its qualifications, as the City may deem necessary, and shall conduct discussions with, and may require public presentations by, no fewer than three (3) firms, if possible. The City shall be the sole judge of the competency of Respondents.

2. A City evaluation committee will evaluate each respondent's qualifications and after interviews and/or oral presentations will short-list and recommend to the City Commission the top three (3) firms, if possible, in ranked order of qualifications based upon the evaluation committee's evaluation of the responses and any client references. All Respondents shall be notified Bonfire or other means of the evaluation committee's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by the evaluation committee shall be final. The City Commission shall be the final authority in the award or rejection of any and all responses.

3. The City will apply the negotiation requirements of § 287.055, Florida Statutes. The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.

4. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequently executed by both parties. The general form of this agreement is provided in Attachment 3. The successful Respondent shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City.

5. The following evaluation criteria will be used to rate the timely received responses:

Evaluation Criteria	Maximum Points
1. Overall expertise of the CMR to provide requested services: • General Civil • Roadway and other transportation • Environmental and stormwater • Potable water, sanitary sewer, and reclaimed water utilities	**30**
2. Past performance and experience of the CMR Project Team	**30**
3. Project approach and understanding of the project	**20**
4. Current and projected workload of the CMR	**10**
5. CMR's office location and proximity to Ocoee City Hall	**5**
6. Certified small or minority business, women's business enterprise, or labor surplus area firm – Responding Firm only.	**5**
Total Possible Points	**100**

Information supplied by client references may be used in determining the relative merits of a Respondent under any and all of the above-listed criteria.

G. BID PROTESTS

All Bid Protests shall be submitted to the Purchasing Agent in the following manner by email to Shannon Hopper, shopper@ocoee.org with a copy to Joyce Tolbert, jtolbert@ocoee.org:

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 Purchasing Agent 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 Purchasing Agent, 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.

END OF INSTRUCTIONS

RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Respondent: _____

Signed: _____

By: _____
(Print or Type Name)

Title: _____

Date: _____

COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-004

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

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

_____
NAME/TITLE (PLEASE PRINT)

_____
STREET ADDRESS

_____
CITY STATE ZIP

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

_____

_____

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

SUMMARY OF LITIGATION

Summary of Litigation: State "None" if no litigation. Provide a summary of any litigation claim(s), bid or contract dispute(s) filed by or against the CMR firm in the past five (5) years which is related to the services that the CMR firm 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, in accordance with the guidelines below:

Claims/Litigations

1. Within the past 5 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes_____ No_____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
Amount at issue: _____
Name (s) of the attorneys representing all parties:
_____
Amount actually recovered, if any: _____
Name(s) of the project owner(s)/manager(s) to include address and phone number:
_____

2. List all pending litigation and or arbitration.
_____
_____

3. List and explain all litigation and arbitration within the past five (5) years - pending, resolved, dismissed, etc.
_____
_____
_____
_____

4. Within the past 5 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
_____
_____
_____
_____

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes_____ No_____ If yes, please explain in detail:
_____
_____
_____

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No_____ If no, please explain why?
_____
_____
_____

7. List the status of all pending claims currently filed against your company:

_____

_____

8. In the last ten (10) years, has the CMR Firm/Team ever been in bankruptcy or receivership?
Yes_____ No_____

If yes, please explain in detail:

_____

_____

_____

_____

9. In the last five (5) years, has OSHA cited and assessed penalties against the CMR Firm/Team for violations of its safety or health regulations? Yes_____ No_____

If yes, please explain in detail:

_____

_____

_____

_____

10. Has the Environmental Protection Agency or any Florida Water Management District cited and assessed penalties against the CMR Firm/Team or the owner of a project during the time in which the parties were performing on a contract? Yes_____ No_____

If yes, please explain in detail:

_____

_____

_____

_____

11. Has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the CMR Firm/Team due to non-payment or contractor losses? Yes_____ No_____

If yes, please explain in detail:

_____

_____

_____

_____

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes_____ No_____

If yes, please explain in detail:

_____

_____

_____

_____

ATTACHMENT "1"

FLORAL STREET SEWER PROJECT MAP

Downtown Floral Street Project

ocoee florida

Overview Map

Construct 260' of 8" WM

Construct 15' 2" WM to Connect 2" WM & Abandon 100' of 2" WM

115' 2" WM to be Relocated & 25' Constructed to Loop 2" WM

Remove & Upgrade 490' of 8" WM

Connect to existing Sanitary Sewer

Remove & Upgrade 335' of 8" WM

Remove 400' of 2" WM & Install 400' of 6" WM

W Oakland Avenue
W Oakland Street
W Mckey Street
E Mckey Street
Taylor Street
N Kissimmee Avenue
S Kissimmee Avenue
N Cumberland Avenue
S Cumberland Avenue
N Bluford Avenue
S Bluford Avenue
Sills Alley
Floral Street
Magnolia Street
Lafayette Street
16" Transmission FM
8" SS GM
2" PW
6" PW
8" PW
3/4" PW
4" PW

Legend

Potable Water Features

- Existing Potable Water Main Line
- Water Hydrant (Ocoee)
- Potable Water Main Line to be Constructed, Removed, or Replaced

Sanitary Sewer Features

- Existing Sewer Gravity Main
- Existing Manhole
- Existing Sewer Pressurized Mains
- Proposed Manhole
- Proposed Sewer Gravity Main

N

1:1,325

Last Updated: December 12, 2022

ATTACHMENT "2"

OCOEE ENGINEERING STANDARDS MANUAL (LINK)

https://www.ocoee.org/212/Engineering-Standards

ATTACHMENT "3"

DRAFT CONSTRUCTION MANAGER AT RISK AGREEMENT INCLUDING EXHIBITS "A" – "L"

AGREEMENT

BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK FOR

FLORAL STREET WATER, SEWER AND ROAD RECONSTRUCTION

THIS AGREEMENT made the _____ day of _____ in the year 20__ by and between _____ ("Construction Manager"), a Florida corporation, and the CITY OF OCOEE, a Florida municipal corporation, ("City" or "Owner").

ARTICLE l

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Engineer of Record in furthering the interests of the Owner. Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner.

1.1 The Construction Team

The Construction Manager, the Owner, and the Engineer of Record, and any supporting design professions, called the "Construction Team," shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required. The Engineer and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Engineer or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team are shown in Exhibit "A" attached.

1.2 Extent of Agreement

This Agreement for Pre-construction and Construction Management Services for the Project between the Owner and the Construction Manager supersedes any prior negotiations, representations, or agreements. When drawings, specifications, and other descriptive documents defining the work to be included in the Guaranteed Maximum Price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and Construction Manager acknowledging the GMP and the drawings, specifications, and other descriptive documents upon which the GMP is based. To expedite the preparation of this GMP Amendment by the Owner, the Construction

Manager shall obtain two (2) sets of dated drawings, specifications, and other documents upon which the GMP is based from the Engineer via the Owner. The Construction Manager shall acknowledge on the face of each document of each set, that it is the set upon which it based its GMP and shall send one set of the documents to the Owner along with its GMP proposal, while keeping one set for itself. See Exhibits "J" and "K".

This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 Definitions

A. *Project* – The Project is the total work to be performed under this Agreement. The Project consists of permitting and construction for RFQ #23-004 - Construction Manager at Risk for Floral Street Water, Sewer and Road Reconstruction.

B. *Owner* – City of Ocoee, a political subdivision of the State of Florida.

C. *Construction Manager* – _____.

D. *Engineer of Record* – Hazen and Sawyer, P.C.

E. *Owner's Representatives* – City of Ocoee Utilities Director.

F. *Guaranteed Maximum Price* – The Construction Manager's latest guaranteed maximum price.

G. *Guaranteed Delivery Date* – The Construction Manager's latest guaranteed delivery date.

H. *Contract Documents* – This Agreement, the Plans, Specifications, related Construction Documents, RFQ #23-004 and all addenda, Construction Manager's Response to RFQ #23-004, all written proposals from the Construction Manager, and or any other documents incorporated herein by reference.

The general intent of the Contract Documents is to include all items necessary for the proper execution and completion of the scope of the Work by the Construction Manager. All Work mentioned or indicated in the Contract Documents shall be performed by the Construction Manager as part of this Agreement unless it is specifically indicated in the Contract Documents that such Work is to be done by others. In the event the Drawings or the Specifications disagree in themselves or with each other, the Construction Manager shall provide the better quality or better quantity of Work unless otherwise directed by a written addendum to the Agreement. In the event of discrepancies among the Contract Documents, the documents shall be construed according to the following priorities:

Highest Priority -	GMP Amendment
Second Priority -	Amendments to drawings and specifications – later date to take precedence
Third Priority -	Construction Management Agreement
Fourth Priority -	Specifications
Fifth Priority -	Drawings
Sixth Priority -	Request for Qualifications Solicitation Document and all addenda, and all written proposals and responses from Construction Manager.

I. *Punch List* – List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

J. *Schedule of Values* – The schedule to be used as a basis for progress payments to be made to the Construction Manager by the Owner during performance of the Work, based on the then current percentage of progress of construction of the Project, subject to the review of the Engineer.

K. *Substantial Completion Date* – The date, certified by the Engineer, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Completion issued, so that the Owner can reasonably utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion, as defined in Article 2.10 (h) and in the Construction Documents.

L. *Substantial Completion* – The Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Completion issued and as certified by the Engineer, so that the Owner can reasonably utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion, as defined in Article 2.10(h) and in the Construction Documents. The only remaining work to be performed is the Punch List.

M. *General Conditions* – Those items that are not specific to any trade and are required for the construction of the Project. Examples of General Conditions items include daily cleanup and safety rails. [Reference 9.2(16)]

N. *Project Improvements* – Shall mean the improvements comprising the utility, stormwater, roadway and street scape improvements for the Floral Street Water, Sewer and Road Reconstruction, as identified in RFQ #23-004, to be constructed and installed by the Construction Manager pursuant to this Agreement and the Construction Contract.

O. *Underground Facilities* – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements

containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, chilled water, telephone or other forms of communications, cable television, sanitary sewage, stormwater drainage removal, potable water, traffic, and control systems.

P. *Final Completion* – The following items have been completed or satisfied:

1. Construction of the Project is totally complete (all work as defined in the Contract Documents), and certified as such by the Owner and Engineer.
2. The Project is suitable for full use as determined by the Owner and Engineer.
3. All Punch list items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.
4. A Final Certificate of Completion and all other permits and approvals required have been legally and validly issued.
5. Construction Manager's executed Final Releases of Lien have been delivered to the Owner.

1.4 Owner's Construction Budget

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget is estimated at $2 million, including all Construction Manager fees, costs of the work, and the Owner's and Construction Manager's construction and interface contingencies, as defined in Articles 8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation, as outlined in Article 7.

ARTICLE 2

CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS)

General:

1. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Agreement all subsystems of the Project Management Information System hereinafter referred to as PMIS.

2. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Engineer monthly.

3. If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in part, the function of organizing in concert with the Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Engineer, procedures for accomplishing the management control aspect of the Project.

4. The PMIS shall be described in terms of the following major subsystems:

   A. Narrative Reporting, on a monthly basis,

   B. Schedule Control, on a monthly basis,

   C. Cost Control, and estimating,

   D. Project Accounting,

   E. Accounting and Payment, and

   F. Action Reports.

2.2 Narrative Reporting Subsystem

1. The Construction Manager shall prepare written reports, as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X 11" format, unless directed otherwise by the Owner.

2. The Narrative Reporting Subsystem shall include the following reports:

   A. A Monthly Executive Summary that provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by Permitting Authority.

   B. A Monthly Cost Narrative describing the current construction cost estimate status of the Project.

   C. A Monthly Scheduling Narrative summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and

other analyses as necessary to compare planned performance with actual performance.

D. A Monthly Accounting Narrative describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.

E. A Monthly Construction Progress Report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations, and plans for the succeeding month.

F. A Daily Construction Diary during the construction phase describing events and conditions on the site, as well as, identifying the number of crews, men per crew, and heavy equipment on the project each day.

3. The reports outlined in subsection 2A through E, above, shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Engineer and others designated by the Owner's Representative with the monthly pay requisition.

   Additional copies of the report outlined in subsection 2A shall be bound separately and distributed monthly, as directed by the Owner's Representative.

4. The report outlined in subsection 2F, above, shall be maintained at the site available to the Owner and Engineer. A bound copy of the complete diary shall be submitted to the Owner at the conclusion of the Project.

2.3 <u>Schedule Control Subsystem:</u>

1. Master Project Schedule - Within 30 days of award of this Agreement, the Construction Manager shall submit to the Owner for approval, a Master Project Schedule covering the planning and design approvals, construction, and Owner utilization of the Project. This schedule shall serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the project. No revisions, activity additions, activity deletions, or logic changes to the Master Project Schedule or any other schedule previously approved by the Owner, shall be made without the Owner's approval.

2. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed for construction, the Construction Manager shall prepare and submit to the Owner's Representative for approval a construction schedule in quadruplicate in sufficient detail to graphically depict the activities contemplated to occur as a necessary incident to performance of the work required to complete the project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The schedule shall be based on a "Network Analysis System" and shall be the latest version of Primavera, or another acceptable alternative. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated above and such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as aforesaid shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate this Agreement or to withhold any payment.

   Following development and submittal of the construction schedule, as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter, update the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates thereto as reflected in the updated construction schedule last submitted prior to submittal of each such monthly update. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update, revise, and submit the construction schedule as aforesaid shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate this Agreement or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions, or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

3. When required by the Owner, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

   A. <u>Subcontractor Construction Schedules (Sub-networks)</u> - Upon the

award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.

B. Completion Schedule - The Construction Manager shall jointly develop with the Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to public use. The Completion Schedule shall be produced and updated monthly from its inception through final Owner acceptance.

4. All schedules will be provided to the Owner on electronic Flash Drive media in a format acceptable to the Owner. The Construction Manager will provide the Owner with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 9, Cost of the Work.

2.4 Budget Control Subsystem - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all other project costs, will not exceed the GMP.

Requirements of this subsystem include the following submissions at the following phases of the project:

1. Estimates - Prior to the start of pre-construction services, the Owner may require any of the following estimates:

   A. Completion of Schematic Documents

   B. Completion of 100% Design Development Documents

   C. 100% GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

2.5 Project Accounting Subsystem

1. The operation of this subsystem shall enable the Construction Team to monitor and control the funds available for the project, cash flow, costs, change orders, payments, and other major financial factors by comparison

of budget, estimate, total commitment, amounts invoiced, amounts payable, and to plan effectively, This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element.

2. Costs Status Report presenting the budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

3. A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retainage, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

4. A Detailed Status Report showing the complete activity history of each item in the project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

5. A Cash Flow Diagram showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

6. A Job Ledger shall be maintained, as necessary, to supplement the preparation of the project accounting subsystem. The job ledger will be used to provide construction cost accountability for general conditions Work, on-site reimbursable expenses, and costs.

2.6 Project Manual

When directed by the Owner, the Construction Manager shall provide the following:

1. Upon award of contract, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Agreement for Owner's approval. This shall provide a plan for the control, direction, coordination and evaluation of work performed throughout the project, including identification of key personnel, responsibilities of Construction Manager, Owner, and Engineer; work flow diagrams; and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction

and Owner utilization phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Engineer.

2. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

   A. Project Definition - The known characteristics of the project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.

   B. Project Goals - The schedule, budget, physical, technical and other objectives for the project shall be defined.

   C. Project Strategy - A narrative description of the project delivery methods shall be utilized to accomplish the project goals.

   D. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Engineer and the Owner during each phase of the project.

   E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Engineer, and other supporting organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Engineer, and the Owner showing organizational elements participating in the project shall be included.

   F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Engineer, Construction Manager, and subcontractors. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within its own organization, as well as for its subcontractors, who are assigned to the project, and also for the personnel of the Owner and the Engineer from data supplied by each.

   G. Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress and change orders.

   H. Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

2.7 Design and Review and Recommendations

The Construction Manager shall perform the services described in this Article. The services to be provided under Paragraph 2.7 constitute the Pre-construction Phase services. The parties acknowledge the Construction Phase may commence before the Pre-construction Phase is completed, and, to a certain extent, both phases shall proceed concurrently. The parties acknowledge that the Owner may choose not to proceed with the Construction Phase or any portion of the construction in its sole discretion, and Owner may terminate the Agreement for its convenience per Paragraph 14.3.

1. Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

2. Consultation -The Construction Manager will jointly schedule and attend regular meetings with the Owner and Engineer. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems, and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; scheduling and time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies, including providing value engineering options.

   The Construction Manager's fundamental role and responsibility during and throughout the progress of the Pre-construction Phase of the Project shall include examination of the contract documents with written communication(s) to the Owner, Owner's Representative, and Engineer of any gaps, redundancies, and conflicts that have the potential to adversely affect the cost, schedule, and constructability of the Project.

3. Phased Construction - The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, taking into consideration such factors as economies of scale, time of performance, availability of labor and materials, and provisions for temporary facilities. The Owner may choose to terminate this Agreement before commencing any part of the Construction Phase.

4. Review Reports - Within ten (10) days after receiving the Construction Documents for each phase of the project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph 2.7(1) and 2.7(2) above and on factors set out in Paragraph 2.7. Promptly after completion of the review, Construction Manager shall submit to the Owner, with copies to the Engineer, a written report covering suggestions or recommendations previously submitted;

additional suggestions or recommendations, as Construction Manager may deem appropriate; all actions taken by the Engineer with respect to same; any comments Construction Manager may deem to be appropriate with respect to separating the work into separate contracts; alternative materials; and all comments called for under Article 2.7(3) .

THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE, AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS SUBCONTRACTOR BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in any way the responsibilities of the Engineer; in particular, the responsibility of assuring that the Drawings and Specifications, which are identified in Exhibit "I", are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules, and Regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Engineer, via the Owner, in writing regarding the identified variances.

5. Long-lead Procurements - The Construction Manager shall review the design for the purpose of identifying long-lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep itself informed of the progress of the respective subcontractors or suppliers manufacturing or fabricating such items, and advise Owner and Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the Work as required to meet the Project Schedule. If such long-lead items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's LSP proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Planning Separate Contracts - Without assuming any design responsibility, the Construction Manager shall review the design with the Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. The evaluation shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

7. Interfacing

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

   B. Without assuming any design responsibilities of the Engineer, the Construction Manager shall include in the reports required under Article 2.7(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable Construction Manager, Owner's Representatives and Engineer to perform their respective duties in the management, inspection, and supervision of construction.

2.8 Construction Phase

1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full-time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and it shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit "B" to this agreement. Construction Manager shall not change any of those persons named in Exhibit "B" unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of

approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for this personnel, and shall provide this definition to the Owner and all other affected parties, such as the code inspectors of the Permitting Authority, the subcontractors, the Engineer and the Owner's representatives, to provide general direction of the work and progress of the various phases and subcontractors. Owner, Owner's Representative, and Engineer may attend meetings between the Construction Manager and its subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractor.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Engineer with copies of the Project Manual (total number of copies not to exceed 10) developed and updated as required by Article 2.6 expanded for each Construction Phase, employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance, and the relationships of their work with respect to subcontractors and suppliers. Construction Manager shall also continue to provide current scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Construction Manager is also responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. Construction Manager shall advise the Owner, its representatives and the Engineer of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond its control. Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors.

4. <u>Solicitation of Bids</u>

   A. Without assuming responsibilities of the Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long-lead items, materials and services, and Subcontractor contracts. Such invitations for bids shall be prepared in accordance with the following guidelines:

1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager.
2. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the Work.
3. The Construction Manager shall strive to receive at least three competitive bids per trade package. Should the nature of the trade package prohibit three competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

B. The Construction Manager shall be responsible for coordinating with the Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Engineer. Ambiguities, conflicts, lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Engineer in written form. The Construction Manager is solely responsible for reviewing and comparing the Contract Documents with each other and shall immediately report to the Engineer any and all errors, inconsistencies or omissions. In the event the Construction Manager performs any Work with the knowledge that it involves an error, inconsistency or omission in the Contract Documents, the Construction Manager shall be responsible for such erroneous, inconsistent, or omitted Work. The Construction Manager is also responsible for taking such field measurements as are necessary in order to verify field conditions and to compare such field measurements and conditions with the Contract Documents. Any and all errors, inconsistencies or omissions shall be immediately reported to the Engineer. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Engineer, and upon receiving clarification or correction in writing, the Construction Manager shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders. The Construction Manager shall not enter into contracts without the Owner reviewing

the proposed successful bidder. The Owner shall promptly, within (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal without cause and should the next bondable, qualified bidder that is acceptable to the Construction Manager be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP for the amount of the difference between the proposed award and that which the Owner has requested.

D. The Construction Manager is required to enter into written agreements with each subcontractor who will perform any portion of the Work on the Project. The subcontract agreement shall incorporate the terms of the Contract Documents, and the terms of this Agreement, and be assignable to Owner. Further, where appropriate, the Construction Manager shall require each subcontractor to enter into similar agreements with sub-subcontractors and material suppliers. Before entering any agreement with a subcontractor, Construction Manager shall confirm that the subcontractor is properly licensed by the State, Seminole County, and any applicable municipality, for the portion of the Work to be performed on the Project, and shall supply such information or proof of licensing, in writing, to Owner.

5. Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, the Construction Manager shall provide to the Owner, on forms furnished by the Owner and attached as Exhibit "L", a 100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Article 9 and inclusive of the construction fee.

To be acceptable to the Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the

bond is issued.

1. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
$500,000 to $1,000,000	A	Class IV
$1,000,000 to $2,500,000	A	Class V
$2,500,000 to $5,000,000	A	Class VI

2. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding Ten Percent (10 %) of its surplus to policyholders, provided:

   a. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

   b. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state has been met.

6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Engineer, to assure quality control of the construction. Construction Manager shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and Construction Manager shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability, subject to the dispute provisions of this Agreement.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all Subcontractors for the Owner and all of its agents and representatives including the Engineer. Construction Manager shall negotiate all change orders, field orders and request for proposals, with all affected Subcontractors and shall review the costs of those proposals and advise the Owner and Engineer of their validity and reasonableness, acting in the Owner's best

interest prior to requesting approval of each change order from the Owner. Before any Work is begun on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. Construction Manager shall also carefully review all shop drawings and then forward the same to the Engineer for review and actions. The Engineer shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. Construction Manager shall request the Engineer via the Owner to make interpretations of the drawings or specifications requested of him by the subcontractors and shall maintain a suspense control system to promote timely response. Construction Manager shall advise the Owner and Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a direct cost item, but not subject to Construction Manager profit, as described in section 8.3.

9. Job Site Requirements

A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

1. Maintain a log of daily activities, including manpower records, heavy equipment on site, weather, delays, major decisions, etc.
2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.
3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
4. Provide labor relations management for a harmonious, productive project.
5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
6. Provide a quality control program as developed under Article 2.8(6) herein above.
7. Miscellaneous office supplies that support the construction efforts, which are consumed by its own forces.
8. Travel to and from its home office to the project site, as the project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements, if the Owner does not provide for these services.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

10. Job Site Administration - The Construction Manager shall provide, as part of its job site fee, job site administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project. Implement procedures, assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc.; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocation, etc.; Review and coordinate each subcontractor's Work; Review and implement revisions to the Schedule; Monitor and promote safety requirements. In addition, a regular monthly project status meeting will be held between the Engineer, Owner and Construction Manager.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and identify a course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and transmittal to the Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.

C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries, important checking and follow-up procedures on supplier commitments of all subcontractors.

D. Payments to Subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Engineer to the Engineer via the Owner.

F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Engineer including information on the subcontractors' work, and the percentage of completion. Keep a daily log available to the Owner, the Engineer and the Permitting Authority inspectors.

G. Subcontractors' Progress - Prepare periodic punch lists for the subcontractors' work, including unsatisfactory or incomplete items and schedules for their completion.

H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Engineer's substantial completion inspection. Prior to the Owner's and Engineer's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list indicating completion dates for the Owner's review. The Owner and the Engineer will issue a certificate of substantial completion when the work on the Construction Manager's pre-substantial completion punch list has been accomplished, to the best of the Construction Manager's ability (See Exhibit "C").

After the Construction Manager has notified the Engineer that the project is substantially compete, and the Engineer agrees that all Contract Documents and each pay item is complete, the Engineer shall notify the Construction Manager and the Owner, in writing, that the project has attained substantial completion. Engineer, Owner, and Construction Manager will perform the semifinal inspection within seven (7) day of substantial completion. As part of the semi-final inspection, representatives of the Owner will perform a joint review of the project. The Engineer will generate a final project condition report, with resolutions of discrepancies if any, and provide a copy to the Owner and Construction Manager. If, at the semifinal inspection, all construction provided for and contemplated by the Agreement is found complete to the Engineer's satisfaction, such inspection shall constitute the final inspection, as prescribed herein. If, however, any work is found unsatisfactory, in whole or in part, the Engineer shall compile a "punch list" of work to be completed. A copy of the "punch list" will be furnished to the Construction Manager, with the indication that the work so noted must be completed. Time shall continue to be charged on the project. Any "punch list(s)" furnished to the Construction Manager prior to final inspection and acceptance shall state that it is not to be construed as the "final" list. It shall also state that items damaged beyond the control of the Construction Manager and prior to the final inspection must be corrected prior to final acceptance. It shall also state that the Construction Manager is still responsible for maintenance, including mowing, of the Project(s) until final acceptance.

I. Final Completion - Monitor the Subcontractors' performance on the

completion of the project and provide notice to the Owner and Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books, including the Final Completion form shown in Exhibit "D".

J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

K. Record Drawings/As-Built Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints. The Construction Manager shall record all deviations from original drawings. Final payment will not be made until the requirements of this paragraph have been met. During the progress of the work, the Construction Manager shall record on all field sets of drawings the exact locations, as installed, of all underground and otherwise concealed conduit, pipe and duct lines which were not installed exactly as shown on the contract drawings. Upon completion of the work, this data shall be recorded to scale on electronic files of the contract drawings. Where changes are to be recorded, the drawing shall be erased before the changes are made. Where the work was installed exactly as shown on the contract drawings the drawing shall not be distributed other than being marked "As-Built." In showing the changes the same legend shall be used to identify piping, etc., as was used on the contract drawings. Each sheet shall bear the date and name of the subcontractor submitting the drawings. The Construction Manager shall review the completed as-built drawings and ascertain that all dates furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, inverts, etc., are involved as part of the work, the Construction Manager shall furnish true elevations and locations, all properly referenced by using the original benchmark used for the institution or for this project. The drawings including those unchanged and changed shall be submitted to the Engineering and the Owner when completed, together with two sets of blue line or black line prints for certification. Upon completion and prior to final inspection, the following must be provided to the Engineer and Owner:

1. Test results, as required.
2. Maintenance Bond for facilities to be conveyed to the Owner.
3. As-built drawings shall be submitted after final inspection and prior to acceptance for water, wastewater and drainage systems, both on and off-site. These drawings shall be based upon field surveys, and will show all boundary, rights-of-way, easement and lot lines, and shall be certified by a Registered Professional Land Surveyor in accordance with Chapter 62-817, F.A.C. Note: Digital format drawings (ACAD and PDF and/or ArcView).

a. Location of all sanitary manholes and cleanouts, the service end of all laterals, and the elevation of all inverts and manhole tops.

b. Location and top invert elevations of all lift stations and location and elevation of all valves, and point at which force main crosses any wastewater or drainage lines.

c. Location, size and invert elevation of all drainage pipes.

d. Location of all water mains, valves, and joints, and the elevation of all fittings.

e. Spot elevation at fifty (50)-foot intervals along the top of the berm and sufficient bottom elevations to show conformance to design, of all retention/detention ponds.

f. Spot elevation at fifty (50)-foot intervals along all off-site drainage ditches and swales.

g. CAD files should be in State Plane Coordinates (SPC) Feet, East Zone - Florida, North American Datum (NAD) 1983.

h. Objects should be assigned by layer with color by layer. No cryptic layer names. If cryptic layer names are used (i.e. DXF files from microstation) then a list defining layer names must be provided.

11. Administrative Records - The Construction Manager may be required to maintain at the job site on a current basis, files and records such as, but not limited to the following:

Contracts or Purchase Orders
Shop Drawing
Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders

Material Purchase Delivery Logs
Technical Standards Design Handbooks
"As-Built"/Record Drawing
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs
Schedules (original, updated, and as-built)

The project records shall be available at all times to the Owner and Engineer for reference or review.

12. Owner Utilization

The Construction Manager shall:

A. Provide services during the design and construction phases, which will provide a smooth and successful Owner utilization of the project. Provide consultation and project management to facilitate Owner utilization and provide transitional services to get the work, as completed by the contractors, subcontractors, “on line" in such conditions as will satisfy Owner operational requirements.

B. Conduct the Construction Manager’s preliminary punch list inspection and coordinate the completion of all punch list work to be done with Owner utilization requirements in mind. Videotape all major equipment startup procedures and deliver videotapes as part of the closeout documents.

C. Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. Provide operational training, in equipment use, for building operators.

D. Secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.

The Owner may take control of portions of the project providing the above items discussed in this paragraph have been completed and the Substantial Completion, Start-Up, Record Drawing, and Warranty requirements specified in paragraphs 2.8(10) and 2.8(13) have been completed to the Owner’s satisfaction for the portions to be occupied,

excluding the requirements for a warranty inspection nine months after Owner Utilization.

13. Warranty

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract Documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and specifications. With respect to the Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one year from the Date of Substantial Completion or partial utilization of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the Owner and the Engineer, a warranty inspection approximately eleven (11) months after the date of Owner Utilization.

14. Uncovering and Correction of the Work

A. In the event the Construction Manager covers a portion of the Work contrary to the request of the Engineer or prior to an inspection by the Engineer, the Construction Manager must if requested in writing uncover the Work, and then shall be required to replace the work at the Construction Manager's sole expense, without any change to the contract time.

B. The Project is subject to and shall be constructed in accordance with the Florida Building Code and to all applicable codes referenced therein.

C. The Construction Manager shall promptly correct any and all Work rejected by the Engineer and any and all Work which fails to comply with the requirements of the Contract Documents. The Construction Manager shall bear all of the costs for correcting such Work, including any compensation for the Engineer's services.

D. If within one (1) year after the date of final completion of the Work or after the date for commencement of warranties, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Construction Manager shall promptly return to the Project and correct the deficient Work upon receipt of written notification from the Owner to do so. The obligation set forth in this subparagraph shall survive acceptance of the Work under this Agreement and any termination of the Agreement. The Owner shall give such written notice promptly after discovery of the deficient Work. This one (1) year Construction Manager

warranty described in this subparagraph does not impact or impair any manufacturer's warranty or the Owner's ability to make any other claim against the Construction Manager as allowed under Florida law.

E. The Construction Manager shall immediately remove from the Work Site any and all portions of the Work which are not in compliance with the requirements of the Contract Documents. In the event the Construction Manager fails to correct any non-conforming Work within a reasonable time, the Owner may correct such non-conforming Work, the cost of which shall be the Construction Manager's responsibility. In the event the Owner corrects the non-conforming Work, the Owner in its sole discretion may remove, store or sell for salvage any salvageable materials or equipment related to or a part of the non-conforming work at the Construction Manager's expense. If the Construction Manager fails to reimburse the Owner for such expenses within 7 days after written notice, the Owner may take any and all action it deems appropriate in order to obtain reimbursement of its expenses under this subparagraph. Any action taken by the Owner under this subparagraph shall not in any respect serve to limit in law or equity the Owner's ability to place any other claim against the Construction Manager.

F. The Owner has the discretion to accept work that is not in compliance with the requirements of the Contract Documents. In this event, the Owner shall reduce its decision to writing, which shall include any reduction, if any, to the Contract Sum as a result of the acceptance of non-conforming Work. Any such adjustment to the Contract Sum shall apply whether or not final payment has been made under this Agreement.

15. Site Conditions

A. Field Measurements. Before undertaking each part of the construction, Construction Manager shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Construction Manager shall promptly report in writing to the Owner any conflict, error or discrepancy which Construction Manager or any of its Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby; provided, however, Construction Manager shall not be liable to the Owner for failure to report any conflict, error or discrepancy unless Construction Manager or any of its Subcontractors or Suppliers had actual knowledge thereof or should reasonably have known thereof.

B. Physical Conditions (Including Underground Facilities)

1. The Contract Documents may identify reports of explorations and tests of subsurface conditions at the site, and those drawings of physical conditions in or relating to existing surface or subsurface structures or Underground

Facilities owned by Owner which are at or contiguous to the site, that have been utilized by the design professional in preparation of the Contract Documents. Construction Manager shall have full responsibility for physical conditions, and Underground Facilities owned by Owner or others, shown or indicated in the Contract Documents.

2. The information and data shown or indicated in the Contract Documents with respect to Underground Facilities owned by others or at contiguous to the site is based on information and data furnished to Owner or the design professional by the owners of such Underground Facilities or by others. The Owner shall not be responsible for the accuracy or completeness of any such information or data, and the Construction Manager shall have full responsibility for reviewing and checking all such information and data.

3. If the Contract Documents necessitate amending to order changes in the Work due to Underground Facilities owned by the Owner or others, whether they be shown or indicated or newly discovered, Owner shall authorize the required changes in the Work by Change Order. If those Underground Facilities owned by the Owner or others cause or will cause delays in the performance or extend completion of all or part of the work, Construction Manager shall absorb all related delay, extension or acceleration costs, however caused; except that if Owner and Construction Manager agree that the delays require a change in Contract Time, Owner shall authorize the necessary change in Contract Time. However, an extension in Contract Time, when and if so granted shall be Construction Manager's sole and exclusive remedy with respect to Owner for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the Owner or others shown or indicated, or from newly discovered Underground Facilities owned by the Owner or others.

4. Unless it prejudices Work already excavated and uncovered, Construction Manager shall schedule layout, excavation and uncovering of Work or Underground Facilities a sufficient time in advance to allow the Owner's Engineer of Record's review, and the possible amending or supplementing of the Contract Documents.

C. Special Requirements for Underground Facilities Construction Manager shall have full responsibility: a) for field locating any and all Underground Facilities including utilities shown or indicated as to depth and alignment in advance of excavation; b) for identifying the owner of any newly discovered Underground Facility and promptly notifying that owner and Engineer of that discovery; c) for shoring, blocking and protecting Underground Facilities including utilities shown, indicated or discovered; d) for coordination, scheduling and sequencing the Work with the owners of all Underground Facilities shown, indicated or discovered; e) for repairing any damage to the satisfaction of those owners, to the extent that the damage was due to

Construction Manager's failure to adhere to the requirements of this section, or to the fault or negligence of Construction Manager; and f) for the safety and protection of any affected Work, and for repairing any damage done to the work. Except as otherwise provided in this section, all costs involved and time required to perform these responsibilities shall be considered as having been included in the Contract Sum and in the Construction Manager's schedule for the performance of the Work within the Contract Time, even if the Contract Documents need amending to authorize minor deviations or changes in the Work due to those Underground Facilities including utilities.

D. Engineer and Layout

1. The Engineer will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and benchmarks at appropriate intervals along the line of the Project to facilitate the proper layout of the Work. Normally, only one benchmark will be furnished for water crossings. The Construction Manager shall preserve all reference points and benchmarks furnished by the Owner. As an exception to the above, for Projects where the Plans do not show a centerline or other survey control line for construction of the Work (e.g. resurfacing, safety modifications, etc.) the Engineer will provide only points marking the beginning and ending of the Project and all exceptions.

2. The Construction Manager shall furnish all stakes, templates and other materials necessary for establishing and maintaining of the lines and grades necessary for control and construction of the Work.

3. Utilizing the control points furnished by the Owner, the Construction Manager shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plan and Specifications. The Work shall include performing all calculations required and setting all stakes needed as such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. When the work includes utility construction to be done by the Construction Manager, it shall also establish all horizontal and vertical controls necessary to carry out such Work. The Engineer may assist in coding of input, arrange for processing by the Owner's computer and furnish computer output; however, Engineer's assistance shall not release Construction Manager from Construction Manager's responsibility.

4. On Projects involving construction of new base, stakes to establish lines and grades for subgrade base, curb and related items shall be set at intervals along the line of the Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the Engineer to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. For bridge construction stakes and other control, references, shall be set at sufficiently frequent intervals to assure that all

components of a structure are constructed in accordance with the lines and grades shown in the Plans. For Projects where the Plans do not show a centerline or other survey control line for construction of the Work (resurfacing, safety modifications, etc.) only such stakes as necessary for horizontal and vertical control of Work items will be required. For resurfacing and resurfacing widening type Projects, the Construction Manager shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curbs, sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement. The Construction Manager shall reference the beginning and ending of each no passing zone for use during temporary striping operations. The Construction Manager shall establish by an instrument survey and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing-widening Projects, these points shall be established in the same manner as used for horizontal control of paving operations. Marks shall be made with white paint. If striping is included in the Work to be done by the Construction Manager, an alternate method for layout of striping may be approved by the Engineer provided that the alignment achieved is equal or better than that which would be achieved using an instrument survey. For Projects with permanent striping by the Construction Manager, the measurement and analysis in order to establish the location and length of no-passing zones shall be accomplished by approved electronic methods consisting of a minimum of two distance-measuring devices. For all Projects, a station identification stake shall be set at each right-of-way line at 100-foot intervals and at all locations where a change in right-of-way width occurs. Each of these stakes shall be marked with painted numerals, of sufficient size to be readable from the roadway, corresponding to the Project station at which it is located. As an exception to the above, for Projects where Plans do not show right-of- way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing- widening Projects, station identification stakes shall be set at 200-foot intervals.

16. Maintenance of Traffic

A. Construction Manager shall be responsible for the proper maintenance control and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation, City of Ocoee, or the local municipality, within their respective area of jurisdiction. It shall be the Construction Manager's responsibility, prior to submitting its GMP Amendment, to determine the requirements of these agencies so that its Proposal reflects all costs to be incurred. No claims for any increase to the GMP will be considered for costs incurred in the proper maintenance, control, detour and protection.

B. Traffic shall be maintained at all times where practical, and as more particularly specified hereinafter. No traffic shall be detoured without prior knowledge and approval of the respective traffic control agency having jurisdiction. The Construction Manager shall notify such agencies 48 hours in advance of such time it proposes to detour such traffic.

17. Fencing On all Work which included fencing and where the ENGINEER determines it to be necessary for maintaining the security of adjacent property, or for protection of pedestrians who are likely to gain access to the Work from adjacent property, the CONTRACTOR shall erect appropriate temporary security fence as a first order of business. Temporary fencing shall be installed at temporary construction easement areas on all commercial and residential properties appropriate to secure the Work area and protect persons and domestic animals. At all times, the CONTRACTOR shall conduct the Work under secure temporary fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

ARTICLE 3

OWNER'S RESPONSIBILITIES

3.1 Owner's Information

The Owner shall identify its requirements for the project.

3.2 Owner's Representative

The Owner shall designate, in writing, any additional representatives authorized to act on the Owner's behalf with respect to the Project who were not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to State or City laws or codes. Such designations as of the date hereof are set forth on Exhibit "F" hereto. Functions that this Agreement provides will be performed by the Owner can be delegated by the Owner only by written notice to the Construction Manager from the Owner. Exhibit "F" may be amended from time to time by the Owner pursuant to written notice of and acceptance by the Construction Manager of such amendment. The Construction Manager shall be entitled to rely on directions (and it shall be required to follow directions) from the Owner's Representative designated on Exhibit "F" or an amendment to Exhibit "F" within the authority conferred by the Owner in this Agreement or any Amendment or Change Order to this Agreement. Owner hereby authorize the Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual

provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order, memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner. The Owner's Representative does not have the authority to authorize work beyond the scope of the GMP.

The Owner additionally authorizes the City Manager, in conjunction with the Owner's Representative, to authorize changes in the work up to the limits designated in the City of Ocoee Purchasing Code. Said work shall be funded from the Owner's Contingency and shall not cause an increase to the overall project budget. Any changes above the City's Purchasing Code limits will need City Commission approval.

3.3 Engineer's Agreement

The Owner has retained an Engineer for design and to prepare construction documents for the Project. The Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Engineer shall not be modified without written notification to the Construction Manager.

3.4 (Intentionally omitted.)

3.5 Drawings and Specifications

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.6 Cost of Surveys & Reports

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.7 Project Fault Defects

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, Owner shall give prompt written notice thereof to the Construction Manager and Engineer.

3.8 (Intentionally omitted.)

3.9 Lines of Communication

The Owner and the Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager so long as such method of communication is effective in maintaining project schedules and quality.

3.10 Permitting & Code Inspections

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4

PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the permits, which are customarily secured by a General Contractor in performing site work, utility, and roadway construction.

4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

4.3 It is not the Construction Manager's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations. However, if the Construction Manager observes that portions of the Contract Documents are at variance therewith, the Construction Manager shall promptly notify the Engineer and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

4.4 If the Construction Manager performs Work knowing it to be contrary to laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Engineer and Owner, the Construction Manager shall assume full responsibility for such Work and shall bear the attributable costs.

4.5 Cost for all re-inspections of work performed by the Construction Manager found defective and subsequently repaired, shall be borne by the Construction Manager, unless such cost is not a result of negligence on the part of the Construction Manager.

ARTICLE 5

SUBCONTRACTS

5.1 Definition

A subcontractor is a person or organization who has a direct contract with the

Construction Manager to perform any of the work at the site. Nothing contained in the Contract Documents shall create any contractual relation between the Owner or Engineer and any subcontractor.

5.2 Proposals

Subject to Article 9 and, in accordance with Article 2.8(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidders after Construction Manager and the Owner have reviewed each proposal and are satisfied that the subcontractor/supplier is qualified to perform the work.

5.2.1 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Subcontractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under the Agreement, to the extent of the work to be performed by the subcontractor. The subcontracts shall be made in writing and shall preserve and protect the rights of the Owner and Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each subcontractor to enter into similar agreements with its sub-subcontractor.
2. Insurance requirements for subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.
3. The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Article 5.

5.2.2 All subcontracts shall provide:

1. LIMITATION OF REMEDY - NO DAMAGES FOR DELAY
   The subcontractor's exclusive remedy for delays in the performance of the subcontract caused by events beyond its control, including delays claimed to be caused by the Owner or Engineer or attributable to the Owner or Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.
2. In the event of a change in the work, the subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than 15% for overhead, profit and bond costs.
3. The subcontract shall require the subcontractor to expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claims for increase in the contract price, damages, losses or additional compensation.

4. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.
5. Each subcontract shall require the Owner to be added as an additional insured on the subcontractor's general liability policy for the project.

5.3 Responsibilities for Acts and Omissions

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.

ARTICLE 6

SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 Time is of the essence of the performance of this Agreement. At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, a project substantial completion date, a project final completion date, and an Owner Utilization date for completion of the project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and Owner Utilization date. The Construction Manager acknowledges that failure to complete the project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages, set out in this paragraph 6.1 below, as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Construction Manager fails to achieve Substantial Completion or Final Inspection within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Construction Manager fails to achieve either Substantial Completion or Final Inspection within the Contract Time.

In the event the Construction Manager does not achieve Substantial Completion within the Contract Time, including approved extensions, the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, the sum of $500 per day for each calendar day the actual time of performance exceeds the authorized Contract Time before substantial completion. Liquidated damages shall be $700 per day from Substantial Completion to final completion.

6.2 The date of Owner Utilization shall occur as described in Article 2.8(12) herein above.

Warranties called for by this Agreement or by the Drawings and Specifications shall commence on the Date of Substantial Completion, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7

GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the project or any portion thereof, as generally defined by a design document listing to be provided by the Engineer and Construction Manager upon execution of this Agreement, which is to be used only as a guide in developing for the Owner's approval, the specifications and plan data necessary to establish a Guaranteed Maximum Price; or at such time thereafter designated by the Owner; the Construction Manager will establish and submit in writing to the Owner, for its approval a Guaranteed Maximum Price, guaranteeing the maximum price to the Owner for the construction cost of the project or designated part thereof and the Construction Manager's Fee. The Construction Manager acknowledges multiple GMPs may be required for the portions of the project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the project as provided in Article 10. However, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 9, plus the Construction Manager's fees; or the GMP; whichever is less when the work is complete. Costs which would cause the GMP to be exceeded will be paid by the Construction Manager without reimbursement by the Owner. All savings will be returned to Owner.

7.2 Intentionally omitted.

7.3 At the time of submission of a Guaranteed Maximum Price, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work.

Included in the GMP will be a Construction Contingency, which is included for the parties to use, with the Owner's consent. The contingency is intended to cover the costs associated with project scope that were not adequately detailed at the time of GMP. The contingency is also intended to protect against price increases between the submission of the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying expenses due to unforeseen circumstances relating to construction, and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the Contingency shall be determined by the Construction Team, shall be included in the Project Manual, and must be displayed monthly in the PMIS. The Engineer shall verify

the actual costs.

7.4 When the project is bid and 100% of the Trade Contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of 50%. In other words, if 10% of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then 10% of the contingency within the GMP will be removed from the GMP by change order up to a maximum of 50% of the initial GMP contingency value.

During the buyout period of Trade Contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Construction Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

7.5 The Owner's Buyout Contingency shall be created by savings generated by Subcontractor buyout (Article 7.4) and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may be required or desired during the course of the project.

Authorizations to spend down the Owner's Buyout Contingency will be granted by the City Manager up to the limits designated in the City of Ocoee Purchasing Code. Authorizations to spend down more than the limits designated in the City's Purchasing Code must be granted the City Commission.

7.6 All items that may be requested by Owner, comprising the Construction Manager's General Conditions for the project, include:

a) costs, including transportation and 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 Construction Manager at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value;

b) costs of document reproduction including bid sets, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office;

c) that portion of the reasonable expenses of the Construction Manager's personnel incurred while in discharge of duties directly connected with the Work; the Construction Manager's allowed burden percentage multiplied on the personnel's weekly salary shall be no more than 45%;

d) that portion of insurance and bond premiums that can be directly attributed to this Agreement for Construction. Premiums shall be net of trade discounts, volume discounts, dividends and other adjustments;

e) sales, use or similar taxes imposed by a governmental authority and paid by the Construction Manager, and directly related to the Work;

f) fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Agreement for Construction to pay;

g) data processing costs directly related to the Work; however, these costs shall not include any hardware, software, or CADD costs unless approved by the Owner in writing;

h) expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the Owner;

i) the cost of obtaining and using all utility services required for the Work;

j) the cost of crossing or protecting any public utility, if required, and as directed by the Owner;

k) all reasonable costs and expenditures necessary for the operation of the site office, such as stationary, supplies, blueprinting, furniture, fixtures, office equipment and field computer services and hardware, provided that quantity and rates are subject to Owner's prior written approval;

l) the cost of secure off-site storage space or facilities approved in advance by Owner;

m) rental charges for temporary facilities, and for machinery, equipment, and tools not customarily owned by construction workers; however any rental charge shall not exceed the purchase price of such facilities, machinery, equipment or tools; and;

n) other expenses or charges properly incurred and paid in the prosecution of the Work, with the prior written approval of the Owner.

ARTICLE 8

CONSTRUCTION MANAGER'S COMPENSATION

In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for its services, costs or fees, as set forth in Article 8.1(1) and 8.1(2) as follows.

1. Design Phase/Pre-construction - For the performance of the Preconstruction services set forth under Articles 2.3, 2.4, 2.6, 2.7 and for profit and overhead related to these services, the Construction Manager shall be paid a not to exceed fixed fee of $_____ The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase. **(Contractor's Proposal Attached.)**

   The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on Exhibit "E"

2. Construction Phase – For the Construction Manager's performance of the Construction Phase Work, the Owner shall pay Construction Manager the Contract Sum. The Contract Sum is the Cost of the Work as defined in Article 9 plus the Construction Manager's Fee. The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it may be further amended by Change Order. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

   The Construction Manager's Fee for Construction Phase Work shall be based upon a percentage of the Cost of the Work. The Construction Manager's Fee shall be deemed compensation for all of Construction Manager's overhead, profit and general expenses of any kind, except as may be expressly included as a Cost of the Work as defined by Article 9, for services provided during and related to the construction phase. **The percentage to be used to determine the Construction Manager's fee shall be (%).**

   The fee shall be paid proportionally to the ratio of the cost of the work in place, including stored materials (see Article 12.5), as it bears on the latest estimate of the total construction cost or the GMP, whichever is less. The balance of the fee shall be paid when construction of the project is finally completed and utilization of the project is accepted by the Owner. If construction is authorized only for a part of the

project, the fee paid shall be proportionate to the amount of work authorized by the Owner.

ARTICLE 9

COST OF THE WORK FOR CONSTRUCTION PHASE SERVICES

9.1 Costs to Be Reimbursed

9.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 9.1 through 9.7.

9.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

9.2 Labor Costs

9.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

9.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

9.2.3 Wages and salaries of the Construction Manager'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.

9.2.4 Costs paid or incurred by the Construction Manager 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 Sections 9.2.1 through 9.2.3.

9.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior written approval.

9.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

9.4 Costs of Materials and Equipment Incorporated in the Completed Construction

9.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

9.4.2 Costs of materials described in the preceding Section 9.4.1 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 Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

9.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

9.5.1 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 Construction Manager 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 Construction Manager shall mean fair market value.

9.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

9.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

9.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

9.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

9.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval.

9.6 Miscellaneous Costs

9.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

9.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

9.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

9.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded, and which do not fall within the scope of Section 9.7.3.

9.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

9.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior written approval.

9.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

9.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

9.7 Other Costs and Emergencies

9.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

9.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

9.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

9.8 Costs Not To Be Reimbursed

9.8.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 9.2, or as may be provided in Article 11;
- **.2** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.3** Overhead and general expenses, except as may be expressly included in Sections 9.1 to 9.7;
- **.4** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.5** Except as provided in Section 9.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors 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 Sections 9.1 to 9.7;
- **.7** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.8** Costs for services incurred during the Preconstruction Phase.

9.9 Discounts, Rebates and Refunds

9.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

9.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

9.10 Related Party Transactions

9.10.1 For purposes of Section 9.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager 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 Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

9.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager 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 Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of this Agreement. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of this Agreement.

9.11 Accounting Records

The Construction Manager shall 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 this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

ARTICLE 10

CHANGES IN THE PROJECT

10.1 Change Orders

The Owner, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Construction Completion Date being adjusted accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented. Construction Manager's claims for additional time shall be accompanied by detailed dates, correspondences, notices and other data to prove the claim as required by Article 16.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a Change in the Project, the Construction Manager's fee, or the Construction Completion date. Each adjustment in the GMP resulting from a change order shall clearly separate the amount attributable to the Cost of the Work. A change order must be in writing. No course of conduct, verbal discussions or dealings between the parties can be a basis for any claim to change the GMP or contract time.

2. The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways: (Should any costs be required for design of an Alternative System that would be advantageous to the project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.)

   a. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Engineer and Owner;

   b. by unit prices stated in the Agreement or subsequently agreed upon;

   c. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or;

   d. by the method provided in Subparagraph 10.3

3. If none of the methods set forth in Clause 10.2 is agreed upon, the Construction Manager, provided Construction Manager receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In

such case, and also under Article 10.2 above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Work as outlined in Article 9. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

4. Should concealed conditions encountered in the performance of the Work below the surface of the ground, which are either at material variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information or at material variance with those conditions ordinarily found to exist in geographic area in which the Project is located, then the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon Construction Manager's adherence to the claim procedures outlined in Article 16 of this Agreement . No adjustments in Contract Time or GMP will be allowed to the extent the concealed or unknown condition should have been reasonably discovered by Construction Manager during pre-construction or pre-proposal review. The only exception to the prohibition of adjustments to time or GMP will be where organic soils on the site when encountered differ significantly, greater or less, than the quantities estimated in providing the GMP. The Construction Manager will propose the methodology and assumptions employed to establish the quantity of materials with the GMP submission; however such methodology and assumptions must be approved by the Owner. In the event the Construction Manager encounters organic soil conditions significantly ("significant" to be determined at GMP) different from its interpretation of the geotechnical reports which is materially at variance with the quantities derived through the application of Construction Manager's methodology and assumptions, as approved by the Owner, the Construction Manager must immediately notify the Owner, and the Owner will consider mitigation strategies, which may involve adjustments in contract time or GMP.

5. In the event the Construction Manager encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop Work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager

will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith pursuant to the procedures for changes orders. The Construction Manager shall, through an analysis of network schedule, have the burden to prove the need for such time delays and associated costs.

6. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to the changes clause herein.

10.2 Claims for Additional Cost or Time

All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 16.

As used in this subparagraph, "cost" shall mean the estimated or actual net increase or decrease in cost to the Construction Manager, subcontractor, or sub-subcontractor for performing the work covered by the change, including actual payments for materials, equipment rentals, expendable items, wages and associated benefits to workmen and to supervisors employed full time at the site, insurance bonds and other provable direct costs, but not including any administrative, accounting, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the site, or any amount of profit or fee to the Construction Manager, subcontractor or sub-subcontractor.

If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the completion date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the project will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed

monthly in the PMIS. Changes shall be approved by the Owner and Engineer.

10.4 Emergencies

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price, or extension of time claimed by the Construction Manager on account of emergency work, shall be determined as provided in Article 10.

ARTICLE 11

DISCOUNTS

11.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the Work is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the Cost of the Work is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the Cost of the Work.

ARTICLE 12

PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.5(2) & (3), showing in detail all moneys paid out, cost accumulated or costs incurred on account of the Cost of the Work during the previous period and the amount of the Construction Manager's fees due as provided in Article 8. This data shall be attached to the Partial Pay Request Form shown in Exhibit "G". Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete; except, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At 50% completion, the Owner may approve a reduction of the retainage from 10% to 5% at its discretion. Payments by the Owner to the Construction Manager shall be made as described in Article 12.4 hereinafter. As a condition to the application for the monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within 30 days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment

Final payment constituting the unpaid balance of the Cost of the Work and the Construction Manager's fee, shall be due and payable as described in Article 12.4 after

Final Completion, provided that the Project be then finally completed, that the Construction Manager has verified by its signature that it has completed all items specified on the attached Exhibit "H" and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to Construction Manager, monthly, the amount retained for each incomplete item after each of said items is completed.

12.3 Payments to Subcontractors

The Construction Manager shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due to subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from 10% to 5% thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights

Payment for construction services shall be governed and in accordance with Florida Prompt Payment Act Statute 218.735, Timely Payment for Purchases of Construction Services.

12.5 Payments for Materials and Equipment

Payments will be made for material and equipment not incorporated in the work but

delivered and suitably stored at the site or another location that is insured to protect the Owner's assets subject to prior written approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owners, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to Subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Managers contract with said Subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13

INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity

The Construction Manager agrees to indemnify and hold the Owner and its agents and employees harmless from all claims of liability, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent that they are caused by the negligence, recklessness, or intentional wrongful misconduct of the Construction Manager or persons employed or utilized by the Construction Manager in the performance of this Agreement.

13.2 Construction Manager's Insurance

1. The Construction Manager shall not commence any construction work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance, naming the City of Ocoee as additional insured, and has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida with an A.M. Best & Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any

class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be set at $1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

   a. Construction Manager's Comprehensive General, $1,000,000 Each ($2,000,000 aggregate) Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

   b. Automobile Liability Coverages, $1,000,000 Each Bodily Injury & Property Damage Occurrence, Combined Single Limit

   c. Excess Liability, Umbrella Form $2,000,000 Each Occurrence, Combined Single Limit Insurance clause for both Bodily Injury and Property Damage shall be amended to provide coverage on an occurrence basis. The Products and Completed operations portions of the General Liability and Excess Liability policies shall extend for a period of ten (10) years after the Final Acceptance of the Project by the Owner.

4. Subcontractor's Public Liability and Property Damage Insurance - the Construction Manager shall require each of its subcontractors to procure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of its subcontractors in its policy, as specified above.

5. (Intentionally omitted.)

6. "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

7. Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

8. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

9. Indemnification Rider

   a. In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

   b. The obligations of the Construction Manager under this Article 13.2.9 shall not extend to the liability of Engineer, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Engineer, its agents or employees, providing such giving or failure to give is the primary cause of the injury or damage.

10. Builder's Risk Coverage – Not Applicable for this project.

11. Certificate of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows:

    Certificate of Insurance form and the actual policies (if requested) will be furnished to the Owner. These shall be completed and signed by an authorized Resident Agent. This Certificate shall be dated and show:

    a. The name of the insured Construction Manager, 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.

    b. Statement that the Insurer will mail notice to the Owner and a copy to the Engineer at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy.

    c. Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section commencing at 13.2 and ending with 13.3(4).

12. Owner is to be named as an Additional Insured under all policies except for Worker's Comp.

13. The insurance evidenced by the certificate shall be primary and non-contributory to any other insurance of the certificate holder.

13.3 Waiver of Subrogation

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed. Failure to obtain proper endorsement nullifies the waiver of subrogation.

13.4 Insurance as Additional Remedy

Compliance with the insurance requirements of this Agreement shall not limit the liability of the Construction Manager, its subcontractors, sub-subcontractors, material suppliers, employees, or agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

13.5 No Waiver by Approval/Disapproval

Neither approval by the Owner nor failure to disapprove the insurance furnished by the Construction Manager shall relieve the Construction Manager of its full responsibility to provide the insurance as required by this Agreement.

ARTICLE 14

TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Suspension by the Construction Manager

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager for the Owner's failure to make payments thereon, then the Construction Manager may submit a Claim pursuant to Article 16 for an equitable adjustment to the Project Schedule as well as to the GMP for mobilization and re-mobilization costs.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause

The Owner may terminate this Agreement for any of the following reasons:

1. If the Construction Manager is adjudged as bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise materially breaches this Agreement.
2. The Owner may, without prejudice to any right or remedy and after giving the Construction Manager and its surety, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, accept assignment of the subcontracts, and may finish the Project by whatever method Owner may deem expedient In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager. In the event the costs for completing the Work, including compensation for any Engineer services and expenses, exceed the unpaid balance of the Contract Sum, the Construction Manager shall pay the difference to the Owner. This obligation for payment shall survive termination of this Agreement. However, no such notice is required of the Owner if the furnishing of such notice would be futile.

14.3 Termination by Owner for its Convenience

1. The Owner may, at any time, terminate or suspend this Agreement in whole or in part for the Owner's convenience and without cause. Owner will not incur liability

for the issuance of a stop work order.

2. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Construction Manager shall:
   a. Cease operations, as directed by the Owner in the notice;
   b. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
   c. Terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for Work directed to be performed prior to the effective date of termination stated in the notice.

3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for any non-deficient Work executed up to the date of said termination.

ARTICLE 15

ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement shall be governed by the Laws of the State of Florida. Venue shall lie exclusively in Orange County, or federal court in Orlando, Florida. The parties waive all rights to trial by jury.

ARTICLE 16

NOTICE OF CLAIM: WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time; for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed; or for additional work; shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;
2. The Construction Manager must submit a Notice of Claim to Owner within 20 days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and
3. Within 10 days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written

statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Engineer, shall deliver to the Construction Manager its written determination of the claim. The City Manager has authority to execute changes orders up to the limits designated in the City of Ocoee Purchasing Code. Above said limits, the City Commission must authorize the change order.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus 5% for overhead and profit. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in such work, and eliminates any other remedies for claim, for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

16.4 In the event the Construction Manager's work on the Project is delayed, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date regardless of whether delay is caused by any act or neglect of the Owner, Engineer, or is attributable to the Owner or Engineer.

ARTICLE 17

DISPUTES

17.1 Harmony

The Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and his Subcontractors for work on the project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the project.

The Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny

or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

17.2 Dispute Resolution

1. All claims, disputes and other matters in question (hereinafter referred to as a "Controversy") between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation by a mediator mutually acceptable to both parties. Otherwise, if the parties cannot agree on a mediator, mediation shall be in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA"). Construction Manager shall require pre-suit mediation in all of its subcontracts for this Project.

2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement between said parties, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

ARTICLE 18
(Intentionally omitted.)

ARTICLE 19

PUBLIC RECORDS

19.1 The Construction Manager must comply with public records laws, specifically to:

This paragraph will survive termination of this Agreement.

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 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 1 N BLUFORD AVENUE, OCOEE, FLORIDA 34761.

ARTICLE 20

ACCOUNTING RECORDS AND AUDIT

20.1 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other duly authorized representatives or agents shall be afforded access to the Construction Manager's records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project for audit purposes, and the Construction Manager shall preserve these records, documents and data for a period of ten (10) years after final payment, or for such longer period as may be required by law. The Construction Manager shall require all of its subcontractors likewise to retain such records, documents and data. If the Construction Manager receives notification of a dispute or the commencement of litigation regarding the Project within this four-year period, the Construction Manager shall continue to maintain all Project records until final resolution of the dispute or litigation.

20.2 Upon seven calendar days' written notice, from the date of this Agreement to the last date described in the preceding Article 20.1, the Construction Manager shall make its records available during normal business hours to the Owner or its authorized

representative(s). Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Construction Manager's records at the Owner's reasonable expense, within adequate work space at the Construction Manager's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of subcontractors. Failure by the Construction Manager to supply substantiating records shall be reason to exclude the related costs from amounts which might otherwise be payable by the Owner to the Construction Manager pursuant to this Agreement.

20.3 If at any time, Owner conducts an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged Owner, Construction Manager shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater than $10,000.00, Construction Manager shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of Construction Manager. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and Owner. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

20.4 This Article, "Accounting Records and Audit," including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Agreement.

ARTICLE 21

MISCELLANEOUS

21.1 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Construction Manager shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Construction Manager's rights and obligations under a subcontract.

21.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any

particular provision thereof, unless stated otherwise.

21.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.

21.4 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

21.5 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

21.6 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to Owner:

CITY OF OCOEE
Utilities Director
1 N Bluford Avenue
Ocoee, FL 34761
Telephone:

CITY OF OCOEE
Purchasing Technician
1 N Bluford Avenue
Ocoee, FL 34761
Telephone: 407-905-3100 ext. 1524

Construction Manager:

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

21.7 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

21.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.

21.9 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

21.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.

21.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.

21.12 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.

21.13 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.

21.14 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.

21.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person

or entity shall have any right or action under this Agreement.

21.16 Force Majeure. With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.

21.17 Right to Enter this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

21.18 Public Entity Crime Information Statement and Department. – Section 287.133(2)(a) of the Florida Statutes states: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

By signing this Agreement, Construction Manager certifies, to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

b) Have not, within a five-year period preceding the issuance of RFQ #23-004 been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public

transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

d) Have not within a five-year period preceding the issuance of RFQ #23-004 had one or more public transactions (federal, state or local) terminated for cause or default.

Construction Manager agrees to notify Owner within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) – (d) above, with respect to Construction Manager or its principals.

21.19 No Waiver of Sovereign Immunity**.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

21.20 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

21.21 Harmony. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the project.

The Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

21.22 Construction Manager's Project Records. The Construction Manager's Project Records shall be maintained as prescribed herein above for the minimum period required by State and Federal Law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

21.23 Consequential Damages. The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project or for liquidated damages otherwise recoverable by the Owner and allowed by this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONSTRUCTION MANAGER:

BY:_____

PRINT NAME: _____

TITLE: _____

WITNESSES:

NAME:_____ NAME:_____

TITLE: _____ TITLE: _____

OWNER: CITY OF OCOEE, FLORIDA

ATTEST:

BY: _____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:

BY: _____
Rusty Johnson, Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY

this ___ day of _____, 20__

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

APPROVED BY CITY OF OCOEE
COMMISSION AT A MEETING HELD
on _____, under Agenda Item ____.

END OF SECTION

TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant hereby certifies that all wage rates, and any and all other unit costs supporting the compensation to be paid to the Consultant pursuant to a Services Authorization for the Services as set forth therein, will be accurate, complete, and current at the date of the Services Authorization's execution.

WITNESS:	[NAME F FIRM]
BY:_____	BY:_____
Print Name:_____	Print Name: [enter name]_____
Title:_____	Title: [enter title]_____

STATE OF FLORIDA }

COUNTY OF _____ }

PERSONALLY APPEARED before me, the undersigned authority, _____, [ ] well known to me or [ ] who has produced his/her _____ as identification, and known by me to be the _____ of the corporation named above, and acknowledged before me that he/she executed the foregoing instrument on behalf of said corporation as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 20__.

_____
NOTARY PUBLIC

_____
Print Name:_____
My Commission Expires:_____

EXHIBIT A

To Be Completed Per Project Assignment

Construction Team Representatives

Owner	City of Ocoee, City Commission
City Manager	Robert D. Frank
Owner's Representative	Utilities Director
Engineer of Record:	Hazen and Sawyer, P.C.
Construction Manager	
CM Representative	

EXHIBIT B

SAMPLE: To Be Completed per Project Assignment

Construction Manager's Personnel During Construction Phase

(TO BE COMPLETED AT FINAL GMP)

Name	**Title**	**Duration** (Months)	**Percentage**
Off-Site Staff			
On-Site Staff			

EXHIBIT C

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Construction Manager at Risk for Floral Street Water, Sewer and Road Reconstruction
RFQ No. 23-004

CONTRACTOR _____
Contract For _____
Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
Owner

And To _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on _____, (Date of Substantial Completion).

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER

CONTRACTOR

The following documents are attached to and made a part of this Certificate:

Executed by OWNER on _____, 20

_____

(OWNER)

By _____

The CONTRACTOR accepts this Certificate of Substantial Completion on:

_____, 20____.

_____

(Contractor)

By _____

END OF SECTION

EXHIBIT D

Final Completion Forms

CONSTRUCTION MANAGER'S AFFIDAVIT OF CONTRACT COMPLETION

OWNER: City of Ocoee
PROJECT: Floral Street Water, Sewer and Road Reconstruction
CONSTRUCTION MANAGER:
CONTRACT FOR: Construction Manager at Risk
CONTRACT DATE: _____
CONTRACT AMOUNT: _____

CONSTRUCTION MANAGER'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above-named Contract and all amendments thereto have been completed in accordance with the requirements of said Contract: that except as noted on the attached sheet, all costs incurred for equipment, materials, labor, and services against the Project have been paid; that no liens have been attached against the Project; that no Notices of Non-Payment have been served against the Payment Bond issued for this Project; that, except as noted on the attached sheet, no suits are pending by reason of work on the Project under the Contract; that all Workmen's Compensation claims are covered by Workmen's Compensation insurance as required by law; and that all public liability claims are adequately covered by insurance.

CONSTRUCTION MANAGER:

_____ (Seal)

Title: Date:

STATE OF:

COUNTY OF:

Personally appeared before me this_____ day of _____20____, known (or made known) to me to be the of _____, who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.

Notary Public

Typed

My Commission Expires:

EXHIBIT E

SAMPLE: To Be Completed per Project Assignment

Construction Manager's Staff Positions to be Assigned to the Pre-construction/Design Phases

Name	**Title**	**Duration** (Months)	**Percentage**
Off-Site Staff			
On-Site Staff			

EXHIBIT F

SAMPLE: To Be Completed per Project Assignment

Owner's Representative(s) and Designee(s)

Owner's Representative(s) .....Utilities Director or other City Manager designee

Total Dollar Limit per Occurrence, the City Manager in conjunction with the Owner's Representative(s) is authorized to obligate the Owner: $_____ *(To be determined at Final GMP)*

EXHIBIT G
Partial Payment Request Form

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No.____ _____Progress Payment _____Final Payment P.O. No.: _____

Contractor: _____ Contract Date: _____

Application Date:_____ For Period Ending_____

City Project Nos.: RFQ #23-004

Project Name: Construction Manager at Risk for Floral Street Water, Sewer and Road Reconstruction

Construction Start Date: _____ End Date: _____

Construction Days – Total: _____ 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. Total of Payments Made by City to Date $_____
8. Retainage Held from Prior Pay Applications $_____
9. Retainage to Be Held in this Pay Application $_____
10. Total Retainage Held to Date (Sum of Lines 8 and 9) $_____
11. Total Earned to Date less Retainage (Line 6 minus Line 10) $_____
12. Total Earned less Retainage for this Pay Application (Line 5 minus Line 9) $_____
13. Total Amount to Be Paid by City for this Application (Line 11 minus Line 7) $_____

Approved Change Orders

Change Order No.	Date Approved by City	Date Accepted by Contractor	Total Change in Contract Price

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 (not applicable for first application.); and (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; (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 13 is recommended by City's Owner's Representative and authorized by the Owner:

By:_____ Date: _____
Representative's Authorized Signature

By:_____ Date: _____
Owner's Authorized Signature

_____
Title

EXHIBIT H
Final Payment Request Check List

Items to be submitted with General Contractor's Request for Final Payment

1. Pay Request (1 copy with original signatures and original seals, noted as FINAL)
2. Final Schedule of Contract Values
3. Consent of Surety to make Final Payment (signed and sealed)
4. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety)
5. Affidavit of Contract Completion (Exhibit D)
6. Satisfactory Conclusion or Release of Lien from all Subcontractors or laborers who have filed Intent to Lien or have indicated non-payment from the General Contractor
7. Construction Manager's Guarantee of Construction for one (I) year from the date of Substantial Completion
8. Copy of the approval by the Engineer and the transmittal to the Owner of Manuals, Shop Drawings, As-Builts (2 sets of digital media (Flash Drives), two sets of prints), brochures, warranties, and list of Subcontractors with telephone numbers and addresses
9. Verification that Owner's personnel has been trained in the operation of their new equipment, attendance lists and videos
10. Other special Warranties are required by Specifications in the name of the Owner
11. Copy of Certificate of Completion

EXHIBIT I

SAMPLE: To Be Completed per Assignment

Contract Drawings & Specifications

To be completed at Final GMP

EXHIBIT J

GMP Bid Breakdown

To be completed at Final GMP

EXHIBIT K

Clarifications, Assumptions, Exclusions and Allowances

To be completed at Final GMP

EXHIBIT L
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 _____ (hereinafter referred to as the "Project") in accordance with the plans and specifications prepared by _____, dated _____ _____; 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 L

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.

(Signature page follows.)

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

RFQ #23-004 CONSTRUCTION MANAGER AT RISK FOR
FLORAL STREET WATER, SEWER AND ROAD RECONSTRUCTION
CHECKLIST
2/28/2023 2:00 PM

RESPONDENT	Submission Requirements- Such as Qualifications, References, Project Approach, Bonding Capacity Letter from Surety Co., etc.	Acknowleged Addendum #1	Company/License Verification	MBE Certification	RFQ Conflict of Interest Disclosure form	Office Location
J. Malever Construction	✓	Yes	Active	N/A	✓	Groveland, FL
Oelrich Construction, Inc.	✓	Yes	Active	Respondent	✓	Winter Garden, FL
Prime Construction Group, Inc.	✓	Yes	Active	N/A	✓	Orlando, FL

J. Malever Construction Company, Inc.
301 Sampey Road
Groveland, Florida 34736-3311

PHONE: 352-429-9507 FAX: 352-429-8705

Qualification package for:

City of Ocoee RFQ #23-004

Construction Manager at Risk for Floral Street Water, Sewer & Road Construction

J. Malever Construction Company, Inc.
301 Sampey Road
Groveland, Florida 34736-3311

PHONE: 352-429-9507 FAX: 352-429-8705
WEBSITE: JMalever.com GENERAL EMAIL: Office@JMalever.com

Cary J Malever, President (352) 267-2083 carymaleverjmc@embarqmail.com
Scott Tyre, Vice President (407) 267-6767 scottjmc@embarqmail.com
Christina Lee, Office Manager (352) 429-9507 christina@Jmalever.com

J. Malever Construction Company is a Florida Corporation established in 1999.
FID #59-3551606.

We perform primarily Underground Utility and Site Development work.
License #CUC1225535

We are a long-standing business in our community.
Our business location is 301 Sampey Road, Groveland FL 34736-3311.
We have been at this location for 19 years (since April 2003).
Our location is approximately 20 miles and 35 minutes from Ocoee City Hall.

The president and owner of J Malever Construction Company is Cary J Malever, who has been the president since inception in 1999.
Cary graduated in 1992 from the University of Alabama.
After graduation, he worked at Ring Power as the Rental Coordinator from 1992-1996.
He then went on to work for J Mark Builders and Development as a Superintendent from 1996-1999.
He then started J Malever Construction in 1999.

Scott Tyre serves as Vice President and has been in this role since 2016.
Scott graduated from Georgia Tech in 1993 with a degree in Building Construction
After graduation, he worked at Ferguson Underground as an inside sales representative for 2 years.
He then went to work with Hewitt Contracting from 1995-2014, and Gibbs and Register from 2014-2016.
Scott holds an underground Contractors license, Advanced MOT certification and is a stormwater inspector.

Our Main Superintendent, Jamie Luebke has been with J Malever since inception, and in this line of work for over 40 years. Another of our job Superintendents, Robert Soileau has worked for J Malever since 2015. J Malever also has Pipe Foreman, like Hector Mata, and several other foreman and employees that have been serving alongside us since inception in 1999.

Client References:

Jamie Croteau, Utilities Department, City of Ocoee
1800 A.D. Mims Road, Ocoee, Florida 34761
(407) 905-3159 JCroteau@ocoee.org

Howard Elkin, Division Manager, Streets and Stormwater, City of Orlando
1010 Woods Ave, Orlando, FL 32805
(407) 246-2289 howard.elkin@cityoforlando.net

Terry Simpson, Project Administrator, CDM Smith
101 Southall Lane, Suite 200, Maitland, FL 32751
(407) 622-9476 SimpsonT@CDMSmith.com

Bank Reference:

Bill Wonus, Vice President, United Southern Bank
515 W Main Street, Leesburg, FL 34748
(352) 326-9218 Bill.Wonus@unitedsouthernbank.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TYRE, SEABRON SCOTT

J. MALEVER CONSTRUCTION COMPANY
301 SAMPEY ROAD
GROVELAND FL 34736

LICENSE NUMBER: CUC1225535

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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.

QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR

The undersigned hereby acknowledges that

Scott Tyre

has successfully met all requirements necessary to be fully certified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

March 21, 2006

Inspector #11738

Danny Riley

Danny Riley

John Abendroth

John Abendroth

CERTIFICATE
OF COMPLETION

SEABRON TYRE

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

Training Provider:

A&SW Consultants, Inc.
5545 Benchmark Lane
Sanford FL 32773
Phone: 386-788-9899

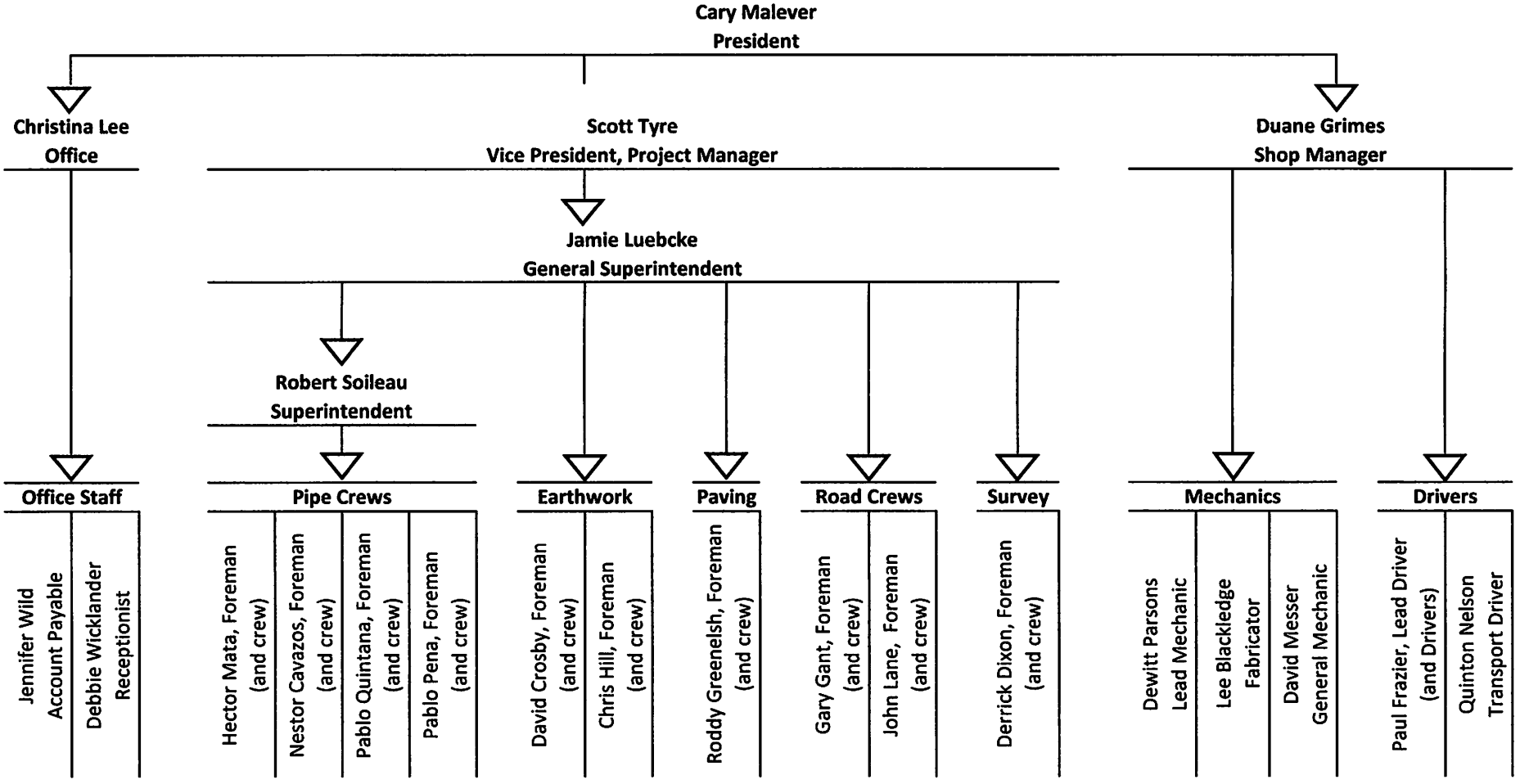
Verify this Certificate by visiting www.motadmin.com

10/17/2022	10/07/2026	R. A	602575
Issue Date	Expiration Date	Instructor	Certificate No.

J. Malever Construction Company, Inc.

301 Sampey Road
Groveland, Florida 34736-3311
PHONE: 352-429-9507 FAX: 352-429-8705

Staff Organization Chart



Detail by Entity Name

Florida Profit Corporation
J. MALEVER CONSTRUCTION COMPANY

Filing Information

Document Number	P99000058597
FEI/EIN Number	59-3551606
Date Filed	06/29/1999
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/05/2021
Event Effective Date	NONE

Principal Address

301 SAMPEY RD.
GROVELAND, FL 34736

Changed: 04/28/2003

Mailing Address

301 SAMPEY RD.
GROVELAND, FL 34736

Changed: 04/28/2003

Registered Agent Name & Address

MALEVER, CARY J
301 SAMPEY RD.
GROVELAND, FL 34736

Address Changed: 04/28/2003

Officer/Director Detail

Name & Address

Title PRESIDENT

MALEVER, CARY J
301 SAMPEY RD.
GROVELAND, FL 34736

Title Treasurer

Malever, Cary J
301 Sampey Road
Groveland, FL 34736

Title VICE PRESIDENT

SCOTT, TYRE SEABRON
301 SAMPEY ROAD
GROVELAND, FL 34736

Title SECRETARY

LEE, CHRISTINA L
301 SAMPEY RD.
GROVELAND, FL 34736

Annual Reports

Report Year	Filed Date
2021	01/29/2021
2022	03/04/2022
2023	02/15/2023

Document Images

02/15/2023 – ANNUAL REPORT	View image in PDF format
03/04/2022 – ANNUAL REPORT	View image in PDF format
10/05/2021 – Amendment	View image in PDF format
01/29/2021 – ANNUAL REPORT	View image in PDF format
03/04/2020 – ANNUAL REPORT	View image in PDF format
04/02/2019 – ANNUAL REPORT	View image in PDF format
12/17/2018 – Amendment	View image in PDF format
09/19/2018 – AMENDED ANNUAL REPORT	View image in PDF format
04/04/2018 – ANNUAL REPORT	View image in PDF format
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04/10/2012 – ANNUAL REPORT	View image in PDF format
02/23/2011 – ANNUAL REPORT	View image in PDF format
04/07/2010 – ANNUAL REPORT	View image in PDF format
01/21/2009 – ANNUAL REPORT	View image in PDF format
04/02/2008 – ANNUAL REPORT	View image in PDF format
03/08/2007 – ANNUAL REPORT	View image in PDF format
01/10/2006 – ANNUAL REPORT	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/11/2022

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	CONTACT NAME: Cindy Jett Smith, ARM, CRIS	
M. E. Wilson Company, LLC 300 W. Platt St. Ste 200 Tampa, FL 33606 1-813-229-8021	PHONE (A/C, No, Ext): 813-229-8021	FAX (A/C, No): 813-229-2795
	E-MAIL ADDRESS: csmith@mewilson.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: WESTFIELD INS CO	24112
INSURED J. Malever Construction, Inc. 301 Sampey Road Groveland, FL 34736	INSURER B: BRIDGEFIELD CAS INS CO	10335
	INSURER C: AGCS MARINE INS CO	22837
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 65427689 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		CMM199869V	03/12/22	03/12/23	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CMM199869V	03/12/22	03/12/23	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	X UMBRELLA LIAB X OCCUR			CMM199869V	03/12/22	03/12/23	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			019651964	12/01/21	12/01/22	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Leased & Rented Equipment			MXI930798243993	03/12/22	03/12/23	Per Item/Per Occ	500,000
	$2.5K AOP Ded Values =/>$250K						AOP Deductible	1,000
	2% Wind/Hail Deductible						Theft & VMM Ded.	10,000

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

Where required by direct written contract or agreement with the Named Insured and subject to all policy terms, conditions, limitations, and exclusions , City of Ocoee are additional insureds with respect the general liability.

CERTIFICATE HOLDER

City of Ocoee
150 N. Lakeshore Dr
Ocoee, FL 34761
USA

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

Robert B. Nostrom

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JMC Past Project List

City of Ocoee

Job Name:	Wharton Smith / City of Ocoee - City Hall Offsite
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	$722,000.00
Completion:	March 2022

Job Name:	Wharton Smith / City of Ocoee - Misc Projects
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	$353,000.00
Completion:	March 2022

Job Name:	Pressure Test Waterline 2nd & 3rd Street
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	Sewer Manhole Invert Repair at Maguire Rd & Ocoee Business Pkwy
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

JMC Past Project List

City of Ocoee

Job Name:	Temp Fire Station Utilities at Vignetti park
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	Concrete Pad Install at the Master Lift Station - N. Lakewood Ave & Security Cir.
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	Asphalt Road Repair at Clark Rd and Hwy 50
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	Force Main Reroute and Road Repair on Clark Rd North of AD Mimms
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

JMC Past Project List

City of Ocoee

Job Name:	Sewer Repair at Hwy 50 & Bluford
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	Water Main Valve Repair & Road Repair at Maguire Rd & West Franklin St
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	Force Main Repair & Road Repair at Silver Star Rd & Clark Rd
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	
Customer:	
Contact:	
Phone:	
Email:	
Contract Amount:	
Completion:	

J. Malever Construction
EQUIPMENT LIST

Veh #	Year	Make	Model	Description
		Wacker		Plate Tamper
E-003		Galion		Roller 3 Wheel
E-013		Bros	LSPRM-8A	Mixer
E-018	1998	Caterpillar	924F	Loader
E-021	1956	Kaiser (JMC)		Water Truck
E-058		Caterpillar	CS433C	Roller
E-066		Caterpillar	CS433C	Roller
E-074		Bros	LSPRM-8A	Mixer
E-085		Leeboy (Trupac)	915	Roller
E-103		Caterpillar	CS533E	Roller
E-107		Caterpillar	938GII	Loader
E-109		Caterpillar	928GZQC	Loader
E-110		Caterpillar	928GZQC	Loader
E-111		Caterpillar	924G	Loader
E-113		Caterpillar	12H	Grader
E-118		Caterpillar	D5GLGP	Dozer
E-119		Caterpillar	D5GLGP	Dozer
E-122	1998	Leeboy	RB48	Broom
E-123		Laymor	8HC	Broom
E-125		Leeboy	915	Roller
E-129		Rotoflo	RWP006 8	Pump Dewatering
E-132		Caterpillar	D4KLGP	Dozer
E-140		Rotoflo	RWP008	Pump 8"
E-146	2016	Weber	CR6CCD-07	Plate Tamp (rev.)
E-150		Caterpillar	725	Dump Truck
E-151		Caterpillar	725	Dump Truck
E-153	2015	Caterpillar	930K FQC	Loader
E-154	2016	Caterpillar	259D L2	Skid steer
E-155	2017	Weber	CR6-CCD	Plate tamp
E-157	2016	Caterpillar	120M2	Grader
E-159	2016	Caterpillar	323	Excavator
E-160	2019	Caterpillar	926	Loader
E-162	2019	Caterpillar	908	Loader
E-163	2002	Caterpillar	D3GLGBT	Tractor
E-164		Trimble	GPS Kit	GPS
E-164		Trimble	Base and Rover	GPS Base and Rover
E-165	2018	John Deere	5045E	Utility Tractor
E-167	2013	Wacker Neuson	Light Tower	Light Tower Trailer

Veh #	Year	Make	Model	Description
E-168	2017	Caterpillar	725 Truck	Articulated Truck
E-169	2017	Caterpillar	725 Truck	Articulated Truck
E-170	2015	Caterpillar	725C Truck	Articulated Truck
E-172	2019	Caterpillar	926M	Wheel Loader
E-175	2019	Lengemann	TP/L58/L	Pipe Laser
E-176		Landpride	BB3596	Box Blade Tractor
E-177	2020	Multiquip		ES Generator
E-179	1955	Huber		Grader
E-180		Gradework	Desktop	Gradework Software
E-181	2017	Caterpillar	349FL	Hydraulic Excavator
E-182		Topcon	Topcon Hyper V	Topcon Survey GPS
E-183	2017	Caterpillar	311F	Excavator
E-184		Caterpillar	323F	Excavator
E-185	2018	Caterpillar	330FL	Excavator
E-186	2007	Caterpillar	12H	Motor Grader
E-187	2020	Caterpillar	D5K2LGP	Track Type Tractor
E-188	2019	Caterpillar	725C2	Articulated Truck
E-189	2020	Caterpillar	330-07	Hydraulic Excavator
E-190	2020	Caterpillar	926M	Wheel Loader
E-191	2019	Caterpillar	259D3	Compact Track Loader
E-192	2018	Caterpillar	D5K2LGP	Track Type Tractor
E-193	2016	Caterpillar	304E2CR	Mini Hydraulic Excavator
E-194	2017	Caterpillar	950M	Medium Wheel Loader
E-196	2019	Caterpillar	335FLCR	Medium Hydraulic Excavator
E-197	1993	Caterpillar	613C	Water Wagon
E-198	2021	Rex	20042010	Compactor Rex Plate
E-199	2017	Caterpillar	CS544B	Single Drum Soil Compactor
E-200	2021	Caterpillar	D4K-15VP	Track Type Tractor
E-201		Power Screen	PowerGrid 1200	Dirt Screener
E-202			CR7CCD-41	Plate Compactor - on Hectors Truck #138
E-203	2018	Caterpillar	D3K2LGP	Track Type Tractor
E-204	2015	Weiler	C307	Split Drum Asphalt Roller
E-205		Wacker Neuson	LTN6L	Light Tower 4L Diesel
E-206	2015	Wacker Neuson	LTN6L	Light Tower 4L Diesel 24276797
E-207		Trimble Accugrade	SPS855	GPS Kit and Base Station
E-208		John Deere 7330	C-18493	Dual Tires Ag Tractor
E-209	2022	Caterpillar	336	Hydraulic Excavator
R-301		Caterpillar	308	Trackhoe
R-302		Caterpillar	308	Trackhoe
R-303		Caterpillar	D4	Dozer
R-304		Caterpillar	326F	Trackhoe

Job Name:	Wharton Smith / City of Ocoee - City Hall Offsite
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	$722,000.00
Completion:	March 2022

Job Name:	Wharton Smith / City of Ocoee - Misc Projects
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	$353,000.00
Completion:	March 2022

Job Name:	Sanders Grove
Customer:	Sanders LLC 1810 West Kennedy Blvd, Suite 232 Tampa, FL 33606-1645
Contact:	Frank Bombeeck
Phone:	813-321-1984
Email:	fb@mercury-advisors.com
Contract Amount:	$1,124,647.45
Completion:	September 2022

Job Name:	Harmony Tract L
Customer:	Sunterra 1750 West Broadway Street, Suite 111 Oveido, FL 32765
Contact:	Denver Marlow
Phone:	407-542-4909
Email:	Dmarlow@sunterracommunities.com
Contract Amount:	$3,213,648.00
Completion:	February 2023

Job Name:	Sunset Lakes Estates & Offsite Force Main
Customer:	Stanley Martin Homes 28 East Wasington Street Orlando, FL 32801
Contact:	John Ogden
Phone:	407-416-5317
Email:	OgdenJF@stanleymartin.com
Contract Amount:	$4,863,700.00
Completion:	Nov-22

Job Name:	Illuminate church
Customer:	Illuminate Church 52 Riley Road Suite 334 Celebration, FL 34747
Contact:	Matt Call
Phone:	803-785-7959
Email:	matt.call@mylandteam.com
Contract Amount:	$2,235,406.25
Completion:	February 2023

Job Name:	Lido St
Customer:	City of Orlando 400 South Orange Ave., 4th Floor Orlando, FL 32801
Contact:	Howard Elkins
Phone:	407-246-2289
Email:	howard.elkin@cityoforlando.net
Contract Amount:	$1,749,770.00
Completion:	December of 2022

Job Name:	Annie St
Customer:	City of Orlando 400 South Orange Ave., 4th Floor Orlando, FL 32801
Contact:	Howard Elkins
Phone:	407-246-2289
Email:	howard.elkin@cityoforlando.net
Contract Amount:	$2,935,265.00
Completion:	December of 2022

Job Name:	Hartwood Marsh - Phase 2
Customer:	Dream Finders Homes 8529 SouthPark Circle, Suite 130 Orlando, FL 32819
Contact:	Dan Edwards
Phone:	813-484-7665
Email:	Dan.Edwards@dreamfinderhomes.com
Contract Amount:	$2,224,453.73
Completion:	Summer of 2022

Job Name:	Hartwood Marsh
Customer:	Dream Finders Homes 8529 SouthPark Circle, Suite 130 Orlando, FL 32819
Contact:	Mike Rainer
Phone:	540-905-5197
Email:	Michael.Rainer@dreamfinderhomes.com
Contract Amount:	$7,347,341.00
Completion:	Fall of 2021

Job Name:	Johns Lake Landing Ph 6
Customer:	Johns Lake LLC 100 Lake Lucerne Circle, Suite 100-D Orlando, FL 3801
Contact:	Jim Fant
Phone:	407-495-2721
Email:	Fant@brooksville.biz
Contract Amount:	$2,349,600.00
Completion:	Fall of 2021

Job Name:	Avian - Parcel B-3
Customer:	Apopka - Clear Lake Investments, LLC 1810 West Kennedy Blvd, Suite 232 Tampa, FL 33606-1645
Contact:	Frank Bombeeck
Phone:	813-321-1984
Email:	fb@mercury-advisors.com
Contract Amount:	$2,014,786.00
Completion:	Fall of 2021

Job Name:	Harmony Tract K
Customer:	Sunterra 1750 West Broadway Street, Suite 111 Oveido, FL 32765
Contact:	Denver Marlow
Phone:	407-542-4909
Email:	Dmarlow@sunterracommunities.com
Contract Amount:	$2,477,470.00
Completion:	June of 2021

Job Name:	VA Clinic
Customer:	Blue Cord 835 Bennett Rd, Suite 100 Orlando, FL 32803
Contact:	Andrew French
Phone:	407-425-1390
Email:	afrench@blue-cord.com
Contract Amount:	$291,371.00
Completion:	March of 2021

Job Name:	Grand Avian Parkway - Apopka
Customer:	Apopka - Clear Lake Investments, LLC 1810 West Kennedy Blvd, Suite 232 Tampa, FL 33606-1645
Contact:	Frank Bombeeck
Phone:	813-321-1984
Email:	fb@mercury-advisors.com
Contract Amount:	$8,952,869.73
Completion:	March of 2021

Job Name:	Dunkin Donuts of Clermont
Customer:	CSC Properties, LLC 5795 Ulmerton Rd Clearwater, FL 33760
Contact:	Derek Oberscholl
Phone:	727-446-3444, ext 101
Email:	derek@cscproperties.com
Contract Amount:	$158,099.85
Completion:	January of 2021

Job Name:	Colonial Town Drainage
Customer:	City of Orlando 400 South Orange Ave., 4th Floor Orlando, FL 32801
Contact:	Silvia Coste + Terry Simpson
Phone:	407-246-2216
Email:	silvia.coste@cityoforlando.net
Contract Amount:	$2,899,001.13
Completion:	December of 2020

Job Name:	Governors Lake Commerce Center
Customer:	South Lake Connector, LLC PO Box 120355 Clermont, FL 34712
Contact:	Mike Langley
Phone:	407-948-6229
Email:	mlcitrusinc@aol.com
Contract Amount:	$3,053,669.00
Completion:	aprx. September of 2020

Job Name:	Wilson Lake Park
Customer:	City of Groveland 101 South Broad St Groveland, FL 34736
Contact:	Mike Walker
Phone:	352-584-5293
Email:	mike.walker@groveland-fl.gov
Contract Amount:	$971,588.00
Completion:	2/1/2020

Job Name:	Emergency Repair for the City of Ocoee - Bluford Rd
Customer:	City of Ocoee - Utility Division 1800 A.D. Mims Rd Ocoee, FL 34761
Contact:	Roger Densberger
Phone:	407-905-3159
Email:	roger.densberger@ci.ocoee.fl.us
Contract Amount:	$769,652.00
Completion:	1/15/2020

Job Name:	Ivanhoe Blvd. Improvements
Customer:	City of Orlando 400 South Orange Ave., 4th Floor Orlando, FL 32801
Contact:	Silvia Coste + Terry Simpson
Phone:	407-246-2216
Email:	silvia.coste@cityoforlando.net
Contract Amount:	$3,101,211.90
Completion:	11/15/2019

Job Name:	Richmond Warehouse
Customer:	T-Tyme LLC 9302 Wellington Park Cir Tampa, FL 33647
Contact:	Tom Wasielewski
Phone:	813-621-8484
Email:	twas@trafficcontrolproducts.org
Contract Amount:	$377,217.30
Completion:	6/1/2019

Job Name:	Legacy Estates at East Lake Drive
Customer:	Pulte Homes 4901 Vineland Rd., Suite 500 Orlando, FL 32811
Contact:	Edward LaFetra
Phone:	321-239-3089
Email:	edward.lafetra@pulte.com
Contract Amount:	$1,126,828.42
Completion:	6/30/2019

Job Name:	Johns Lake Landing Phase 5
Customer:	Johns Lake LLC 100 Lake Lucerne Circle, Suite 100-D Orlando, FL 3801
Contact:	Jim Fant
Phone:	407-495-2721
Email:	fant@brooksville.biz
Contract Amount:	$5,973,218.40
Completion:	Aprx. June 2019

Job Name:	Laureate City Park
Customer:	Wharon Smith Construction PO Box 471028 Sanford, FL 32747-1028
Contact:	Ray Bowen
Phone:	407-314-1422
Email:	rbowen@whartonsmith.com
Contract Amount:	$240,910.00
Completion:	1/5/2019

Job Name:	Lake Lucerne to Laek Cherokee Drainage Improvements
Customer:	City of Orlando 400 South Orange Ave, 4th Floor Orlando, FL 32801
Contact:	Silvia Coste
Phone:	407-246-2216
Email:	silvia.coste@cityoforlando.com
Contract Amount:	$1,391,234.00
Completion:	12/1/2018

Job Name:	Johns Lake Ph 4
Customer:	Johns Lake LLC 100 Lake Lucerne Circle, Suite 100-D Orlando, FL 3801
Contact:	Jim Fant
Phone:	407-495-2721
Email:	fant@brooksville.biz
Contract Amount:	$3,660,614.00
Completion:	4/1/2018

Job Name:	Southgate
Customer:	KB Home 9102 Southpark Center Loope, Ste 100 Orlando, FL 32819
Contact:	Karen Valeri
Phone:	1-888-524-6667
Email:	kvaleri@kbhome.com
Contract Amount:	$1,573,512.00
Completion:	4/1/2018

Job Name:	Lake Lucerne Ph 1
Customer:	KB Home 9102 Southpark Center Loope, Ste 100 Orlando, FL 32819
Contact:	Karen Valeri
Phone:	1-888-524-6667
Email:	kvaleri@kbhome.com
Contract Amount:	$3,238,055.00
Completion:	9/1/2017

Job Name:	Soldiers Creek Sports Complex
Customer:	Wharton-Smith PO Box 471028 Sanford, FL 32747-1028
Contact:	Rick Romoser
Phone:	407-321-8410
Email:	rromoser@whartonsmith.com
Contract Amount:	$1,740,720.00
Completion:	7/1/2017

Job Name:	Evans Square Subdivision
Customer:	Saguaro Florida 3, LLC 1750 W Broadway, Ste 111 Oviedo, FL 32765
Contact:	Richard Jerman
Phone:	407-221-7040
Email:	rjerman@sunteracommunities.com
Contract Amount:	$1,018,770.00
Completion:	1/1/2017

Job Name:	Lake Cherokeeto Lake Davis Drainage Improvements
Customer:	City of Orlando 400 South Orange Ave, 4th Floor Orlando, FL 32801
Contact:	Silvia Coste
Phone:	407-246-2216
Email:	silvia.coste@cityoforlando.net
Contract Amount:	$872,420.00
Completion:	12/15/2016

Job Name:	Arden Park North Phase 2
Customer:	Standard Pacific Homes 15360 Barranca Parkway Irvine, CA 92618-2338
Contact:	Aaron Reid
Phone:	407-645-6505
Email:	aaron.reid@calatl.com
Contract Amount:	$7,162,700.00
Completion:	7/1/2015

Job Name:	Turnberry
Customer:	Standard Pacific Homes 15360 Barranca Parkway Irvine, CA 92618-2338
Contact:	Aaron Reid
Phone:	407-645-6505
Email:	aaron.reid@calatl.com
Contract Amount:	$1,132,680.00
Completion:	7/1/2015

Job Name:	Queens Club
Customer:	Standard Pacific Homes 15360 Barranca Parkway Irvine, CA 92618-2338
Contact:	Aaron Reid
Phone:	407-645-6505
Email:	aaron.reid@calatl.com
Contract Amount:	$393,880.00
Completion:	8/1/2015

Job Name:	Clear Lake Landings Phase 2
Customer:	Jen Florida XV, LLC 1750 Broadway, Suite 111 Oveido, FL 32765
Contact:	Richard Jerman
Phone:	407-221-7040
Email:	rjerman@sunteracommunities.com
Contract Amount:	$1,057,020.00
Completion:	7/1/2015

Job Name:	CR 561 and CR 455 Roundabout, Project No. 2014-10
Customer:	Lake County 437 Ardice Ave Eustis, FL 32726
Contact:	Deborah Marchese
Phone:	352-483-9000
Email:	
Contract Amount:	$1,239,770.00
Completion:	6/1/2015

J. MALEVER CONSTRUCTION
Work on Hand - February 2023

Jobs	Original Contract	Change Order Value to Date	Total Value of Contract	Completed through 02/25/23	Percent Billed
Annie St	$ 2,935,265.00	$ 167,707.12	$ 3,102,972.12	$ 3,003,160.61	96.78%
Harmony Track L	$ 3,213,648.00	$ 208,740.00	$ 3,422,388.00	$ 2,838,067.75	82.93%
Illuminate Church	$ 2,235,406.25	$ 93,873.25	$ 2,329,279.50	$ 1,390,432.65	59.69%
Lido Street	$ 1,749,770.00	$ 121,943.66	$ 1,871,713.66	$ 1,825,832.08	97.55%
Ocoee, City of - Palm Drive	$ 101,745.80	$ -	$ 101,745.80	$ 101,745.80	100.00%
Sanders Grove	$ 1,309,457.30	$ -	$ 1,309,457.30	$ 1,309,457.30	100.00%
South Lake Regional Park	$ 4,247,653.00	$ -	$ 4,247,653.00	$ 80,000.00	1.88%
Sunset Lakes - Pearl Street Forcemain	$ 887,400.00	$ (24,750.00)	$ 862,650.00	$ 769,795.00	89.24%
Sunset Lakes Estates	$ 3,976,300.00	$ 535,106.00	$ 4,511,406.00	$ 4,468,726.00	99.05%
Total			$ 21,759,265.38	$ 15,787,217.19	

J. Malever Construction Company, Inc.
301 Sampey Road
Groveland, Florida 34736-3311

PHONE: 352-429-9507 FAX: 352-429-8705

J. Malever's approach to the construction of the Floral Street water, sewer & road construction project. J. Malever will help the EOR to develop construction plans that meet the City's requirements, their construction completion schedule timeframes and will be within the construction budget.

This type of downtown city utility and road reconstruction projects are best built one city block or at least a ½ of a block at a time. Closing a small section of roadway will allow for as little of a utility service & roadway / driveway access interruption as possible during construction. We have found that if people can see construction progress then they begin to understand that they can handle & work around the short-term interruptions while the construction is closest to their property. The starting point and ending points of construction will be determined by the existing potable water connection points and the projects lowest connection point into the existing gravity sewer system. This means that the project will start with the deepest utility which is usually the system's outfall sanitary manhole connection structure and work upstream with the installation of the new sewer pipe system. This allows for connections to any houses or business services can be handled as you go pass each service or cleanout location and allow the natural gravity flow to go towards the outfall manhole that is behind you as you work upstream. Working from the deepest utility to the shallowest utility allows backfill to be undisturbed as you reach the next utility to be installed within the construction zone. The use of temporary water service piping (poly pipe) that is connected to a DEP cleared waterline will service each resident in the construction zone. This temporary pipe will be laid on top of the ground within the RW and is connected to the City's side of the water meter and will be left that way until the new waterline mainline pipe is installed and cleared by DEP and the city's utility department. The reconstruction sequence of the roadway will depend on the type of surface that will be installed once the new utilities are stalled ie brick pavers or asphalt. We have experience in the City of Orlando with the removal, palletizing and the re installation of the existing roadway bricks back into the roadway. This is a slow process but can yield a very beautiful roadway with all the charms of the old Florida brick roads. We also have our own asphalt paving crew so we can handle the installation of asphalt if that is what the final design calls for.

This project is very similar to the several projects that we have done for the City of Orlando. These projects included removal and replacement of existing storm water, gravity sewer and potable water lines all with in a 50' road right of way road easement. The key is to have a good maintenance of traffic plan and a construction plan that keeps moving the construction crew down the road each day while keeping in mind you might not know what the backhoe will find in the ground with each bucket of dirt that is excavated. Sometimes the hardest part of this type of project is determining what type each utility pipe is and if they are active / being used, or are they abandoned and can any of them be moved out of the way or abandoned so that the designed utilities can be installed.

WALDORFF
INSURANCE & BONDING

M.E. Wilson Company, LLC

February 22, 2023

City of Ocoee

RE: J. Malever Construction Company, Inc.

To Whom It May Concern:

This is to advise you that M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding provides bonding for J. Malever Construction Company, Inc. Their Surety is Nationwide Mutual Insurance Company, which has an A.M. Best Rating of A+XV and is listed in the Department of the Treasury's Federal Register with an underwriting limit of $1,469,194,000. The home office address is One West Nationwide Boulevard, 1-04-701, Columbus, OH 43215.

J. Malever Construction Company, Inc. is a financially strong, well-managed company and it is a pleasure to recommend them to you for your consideration. They have an excellent reputation with architects/engineers, owners, subcontractors, and suppliers and are considered to be an exceptional contractor in the area.

At this time, we would not anticipate a problem providing a payment and performance bond of $2,500,000 for a single project or $5,000,000 aggregately. The surety reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Benjamin French
Partner

Trusted Choice

1110 NORTHWEST 6th STREET
GAINESVILLE, FL 32601

PHONE 352-374-7779
FAX 850-581-4930

WWW.WALDORFFINSURANCE.COM

ocoee
florida

RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

J Malever Construction Company
Firm Name

Scott Tyre
Signature

Scott Tyre, Vice President
Name and Title (Print or Type)

February 23, 2023
Date

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Respondent: J Malever Construction Company

Signed: Scott Tyre

By: Scott Tyre
(Print or Type Name)

Title: Vice President

Date: Feb. 23, 2023

COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-004

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

J Malever Construction Company
COMPANY NAME

(352) 429-9507
TELEPHONE (INCLUDE AREA CODE)

(352) 429-8705
FAX (INCLUDE AREA CODE)

Scott@JMalever.com
E-MAIL ADDRESS

Scott Tyre
AUTHORIZED SIGNATURE (manual)

Scott Tyre, Vice President
NAME/TITLE (PLEASE PRINT)

301 Sampey Rd.
STREET ADDRESS

Groveland, FL 34736
CITY STATE ZIP

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

_____

_____

FEDERAL ID # 59-3551606

____Individual ✓ Corporation ____Partnership ____Other (Specify)_____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 23 day of February, 20 23.

Personally Known ✓ or

Produced Identification_____

n/a
(Type of Identification)

Notary Public - State of FL
County of Lake

Signature of Notary Public

Christina L. Lee
Printed, typed or stamped
Commissioned name of Notary Public

CHRISTINA L. LEE
Notary Public
State of Florida
Comm# HH172757
Expires 9/6/2025

SUMMARY OF LITIGATION

Summary of Litigation: State "None" if no litigation. Provide a summary of any litigation claim(s), bid or contract dispute(s) filed by or against the CMR firm in the past five (5) years which is related to the services that the CMR firm 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, in accordance with the guidelines below:

Claims/Litigations

1. Within the past 5 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes_____ No_X_____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
Amount at issue: _____
Name (s) of the attorneys representing all parties:
n/a
Amount actually recovered, if any: _____
Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
n/a

3. List and explain all litigation and arbitration within the past five (5) years - pending, resolved, dismissed, etc.
n/a

4. Within the past 5 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
n/a

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes_____ No_X_____ If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No_X_____ If no, please explain why?

7. List the status of all pending claims currently filed against your company:

n/a

8. In the last ten (10) years, has the CMR Firm/Team ever been in bankruptcy or receivership?
Yes_____ No X

If yes, please explain in detail:

9. In the last five (5) years, has OSHA cited and assessed penalties against the CMR Firm/Team for violations of its safety or health regulations? Yes_____ No X

If yes, please explain in detail:

10. Has the Environmental Protection Agency or any Florida Water Management District cited and assessed penalties against the CMR Firm/Team or the owner of a project during the time in which the parties were performing on a contract? Yes_____ No X

If yes, please explain in detail:

11. Has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the CMR Firm/Team due to non-payment or contractor losses? Yes_____ No X

If yes, please explain in detail:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes_____ No X

If yes, please explain in detail:

Mayor
Rusty Johnson

City Manager
Robert Frank

OCOEE
florida

Commissioners
Larry Brinson Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

January 25, 2023

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #23-004
CONSTRUCTION MANAGER AT RISK FOR
FLORAL STREET WATER, SEWER AND ROAD RECONSTRUCTION

This addendum shall modify and become a part of the original RFQ Documents for RFQ #23-004. This addendum consists of two (2) pages, including attachments. Respondents should acknowledge receipt of this addendum in their qualification package submission. Failure to do so may subject the Respondent to disqualification. **The RFQ submission deadline has changed.**

Subsequent to the solicitation for RFQ #23-004 going live on Bonfire, the city was made aware that the required advertisement did not publish in the Orlando Sentinel on January 22, 2023 as indicated in the RFQ Documents. In order to comply with the advertising requirements of § 255.0525 (2), Florida Statutes, the submission deadline has changed. Additionally, the deadline for questions has changed. The new dates are as follows:

Deadline for Questions: **February 15, 2023, 2:00 p.m. local time**

Submission Deadline: **February 28, 2023, 2:00 p.m. local time**

Shannon Hopper

Shannon Hopper
Purchasing Technician

cc: Jamie Croteau, Utilities Director

Attachment: Legal Advertisement

Addendum received
by
J Malewer

J. Malever Construction Company, Inc.
301 Sampey Road
Groveland, Florida 34736-3311

PHONE: 352-429-9507 FAX: 352-429-8705

J. Malever Construction is NOT a certified small / minority owned business or a women owned business enterprise.

J. Malever Construction Company, Inc.
301 Sampey Road
Groveland, Florida 34736-3311

PHONE: 352-429-9507

FAX: 352-429-8705

Qualification package for:

City of Ocoee RFQ #23-004

Construction Manager at Risk for Floral Street Water, Sewer & Road Construction

J. Malever Construction Company, Inc.
301 Sampey Road
Groveland, Florida 34736-3311

PHONE: 352-429-9507
WEBSITE: JMalever.com

FAX: 352-429-8705
GENERAL EMAIL: Office@JMalever.com

Cary J Malever, President (352) 267-2083 carymaleverjmc@embarqmail.com
Scott Tyre, Vice President (407) 267-6767 scottjmc@embarqmail.com
Christina Lee, Office Manager (352) 429-9507 christina@Jmalever.com

J. Malever Construction Company is a Florida Corporation established in 1999.
FID #59-3551606.

We perform primarily Underground Utility work.

a. Excavation of Existing Sanitary
b. Bypass Work
c. Excavation of Existing Water and Bypass Work

We also perform Roadwork, Municipal City Work, Paving, and Site Development work.
License #CUC1225535

We are a long-standing business in our community.
Our business location is 301 Sampey Road, Groveland FL 34736-3311.
We have been at this location for 19 years (since April 2003).
Our location is approximately 20 miles and 35 minutes from Ocoee City Hall.

The president and owner of J Malever Construction Company is Cary J Malever, who has been the president since inception in 1999 and is involved daily in the operations of the company. J. Malever Construction has had one proprietor since inception.
Cary graduated in 1992 from the University of Alabama.
After graduation, he worked at Ring Power as the Rental Coordinator from 1992-1996.
He then went on to work for J Mark Builders and Development as a Superintendent from 1996-1999.
He then started J Malever Construction in 1999, which continues today.

Scott Tyre serves as Vice President and has been in this role since 2016.
Scott graduated from Georgia Tech in 1993 with a degree in Building Construction
After graduation, he worked at Ferguson Underground as an inside sales representative for 2 years.
He then went to work with Hewitt Contracting from 1995-2014, and Gibbs and Register from 2014-2016.
Scott holds an underground Contractors license, Advanced MOT certification and is a certified stormwater inspector.

Our Main Superintendent, Jamie Luebke has been with J Malever since inception, and in this line of work for over 40 years. He holds a Confined Space Certification.

Another of our job Superintendents, Robert Soileau has worked for J Malever since 2015.
J Malever also has Pipe Foreman, like Hector Mata, Pablo Pena, and Noverto Morales,

and several other foreman and employees that have been serving alongside us since inception in 1999.

Because of our massive equipment and vehicle fleet, number of crews, and on site leadership, we are able to be completely self-sufficient and a turn-key operation able to perform a multitude of projects without the reliance of rental equipment or subcontractors.

We are bonded by Waldorff Insurance and Bonding with a single job capacity of $25,000,000 or greater.

J. Malever Construction Company, Inc.
301 Sampey Road
Groveland, Florida 34736-3311

PHONE: 352-429-9507 FAX: 352-429-8705

J. Malever's approach to the construction of the Floral Street water, sewer & road construction project. J. Malever will help the EOR to develop construction plans that meet the City's requirements, their construction completion schedule timeframes and will be within the construction budget.

This type of downtown city utility and road reconstruction projects are best built one city block or at least a ½ of a block at a time. Closing a small section of roadway will allow for as little of a utility service & roadway / driveway access interruption as possible during construction. We have found that if people can see construction progress then they begin to understand that they can handle & work around the short-term interruptions while the construction is closest to their property. The starting point and ending points of construction will be determined by the existing potable water connection points and the projects lowest connection point into the existing gravity sewer system. This means that the project will start with the deepest utility which is usually the system's outfall sanitary manhole connection structure and work upstream with the installation of the new sewer pipe system. This allows for connections to any houses or business services can be handled as you go pass each service or cleanout location and allow the natural gravity flow to go towards the outfall manhole that is behind you as you work upstream. Working from the deepest utility to the shallowest utility allows backfill to be undisturbed as you reach the next utility to be installed within the construction zone. The use of temporary water service piping (poly pipe) that is connected to a DEP cleared waterline will service each resident in the construction zone. This temporary pipe will be laid on top of the ground within the RW and is connected to the City's side of the water meter and will be left that way until the new waterline mainline pipe is installed and cleared by DEP and the city's utility department. The reconstruction sequence of the roadway will depend on the type of surface that will be installed once the new utilities are stalled ie brick pavers or asphalt. We have experience in the City of Orlando with the removal, palletizing and the re installation of the existing roadway bricks back into the roadway. This is a slow process but can yield a very beautiful roadway with all the charms of the old Florida brick roads. We also have our own asphalt paving crew so we can handle the installation of asphalt if that is what the final design calls for.

This project is very similar to the several projects that we have done for the City of Orlando. These projects included removal and replacement of existing storm water, gravity sewer and potable water lines all with in a 50' road right of way road easement. The key is to have a good maintenance of traffic plan and a construction plan that keeps moving the construction crew down the road each day while keeping in mind you might not know what the backhoe will find in the ground with each bucket of dirt that is excavated. Sometimes the hardest part of this type of project is determining what type each utility pipe is and if they are active / being used, or are they abandoned and can any of them be moved out of the way or abandoned so that the designed utilities can be installed.

J. Malever Construction Company, Inc.
301 Sampey Road
Groveland, Florida 34736-3311

PHONE: 352-429-9507 FAX: 352-429-8705

J. Malever Construction Company has completed the following jobs with similar scope and size in municipalities:

City of Orlando, Lido Street Drainage Improvements
- Existing Sanitary
- Existing Storm
- Existing Water
- Roadwork, Asphalt

City of Orlando, Lake of the Woods to Al Coith Park
- Existing Sanitary
- Existing Storm
- Existing Water
- Brick Work
- Roadwork, Asphalt

City of Orlando, Colonial Town Drainage Improvements
- Existing Sanitary
- Existing Storm
- Existing Water
- Brick Work
- Roadwork, Asphalt

City of Orlando, Ivanhoe Boulevard
- Existing Sanitary
- Existing Storm
- Existing Water
- Brick Work
- Roadwork, Asphalt

City of Orlando, Lake Lucerne to Lake Cherokee
- Existing Sanitary
- Existing Storm
- Existing Water
- Brick Work
- Roadwork, Asphalt

City of Orlando, Lake Cherokee to Lake Davis
- Existing Sanitary
- Existing Storm
- Existing Water
- Brick Work
- Roadwork, Asphalt

J. Malever Construction Company, Inc.
301 Sampey Road
Groveland, Florida 34736-3311

PHONE: 352-429-9507

FAX: 352-429-8705

Equipment List

The following is a list of equipment owned by J Malever Construction.
In addition to this list, we also have our own Transport Trucks, Dump Trucks, Trailers, Survey Truck, and a fleet of Pick-up Trucks fully loaded to be able to complete the tasks assigned to each crew.

Envirosafe Fuel Tank
Wacker Plate Tamper
1998 Caterpillar 924F Loader
1956 Kaiser (JMC) Water Truck
Caterpillar CS433C Roller
Caterpillar CS433C Roller
Bros LSPRM-8A Mixer
Leeboy (Trupac) 915 Roller
Concept Products CP2000T Air Curtain
Caterpillar CS533E Roller
Caterpillar 938GII Loader
Caterpillar 928GZQC Loader
Caterpillar 928GZQC Loader
Caterpillar 924G Loader
Caterpillar 12H Grader
Caterpillar D5GLGP Dozer
Caterpillar D5GLGP Dozer
1998 Leeboy RB48 Broom
Laymor 8HC Broom
Leeboy 915 Roller
Rotoflo RWP006 8 Pump Dewatering
Rotoflo RWP006 8 Pump Dewatering
Caterpillar D4KLGP Dozer
Temp barrier K-wall
2015 Kenco KL9000 Barrier Lift
Rotoflo RWP008 Pump 8"
2016 Weber CR6CCD-07 Plate Tamp (rev.)
2016 Stone Mizer SM-EWHD-9 Rock Box
2015 Caterpillar 930K FQC Loader
2016 Caterpillar 259D L2 Skid steer
2017 Weber CR6-CCD Plate tamp
2019 Caterpillar 926 Loader
2019 Caterpillar 908 Loader
2002 Caterpillar D3GLGBT Tractor
2018 John Deere 5045E Utility Tractor
2013 Wacker Neuson Light Tower Light Tower Trailer
2017 Caterpillar 725 Truck Articulated Truck
2017 Caterpillar 725 Truck Articulated Truck
2015 Caterpillar 725C Truck Articulated Truck
2019 Caterpillar 926M Wheel Loader

2020 Northern Tool 2750PSI Hot Steam Cleaner
Landpride BB3596 Box Blade Tractor
1955 Huber Grader
2017 Caterpillar 349FL Hydraulic Excavator
2017 Caterpillar 311F Excavator
Caterpillar 323F Excavator
2018 Caterpillar 330FL Excavator
2007 Caterpillar 12H Motor Grader
2020 Caterpillar D5K2LGP Track Type Tractor
2019 Caterpillar 725C2 Articulated Truck
2020 Caterpillar 330-07 Hydraulic Excavator
2020 Caterpillar 926M Wheel Loader
2019 Caterpillar 259D3 Compact Track Loader
2018 Caterpillar D5K2LGP Track Type Tractor
2016 Caterpillar 304E2CR Mini Hydraulic Excavator
2017 Caterpillar 950M Medium Wheel Loader
2019 Caterpillar 335FLCR Medium Hydraulic Excavator
1993 Caterpillar 613C Water Wagon
2021 Rex 20042010 Compactor Rex Plate
2017 Caterpillar CS544B Single Drum Soil Compactor
2021 Caterpillar D4K-15VP Track Type Tractor
Power Screen PowerGrid 1200 Dirt Screener
2018 Caterpillar D3K2LGP Track Type Tractor
2015 Weiler C307 Split Drum Asphalt Roller
Wacker Neuson LTN6L Light Tower 4L Diesel
2015 Wacker Neuson LTN6L Light Tower 4L Diesel 24276797
John Deere 7330 C-18493 Dual Tires Ag Tractor
2022 Caterpillar 336 Hydraulic Excavator
2021 Caterpillar D4K D4 Dozer - JPH00241
2021 Caterpillar 326FLHYDTH Hydraulic Excavator
2021 Caterpillar 308 Mini Excavator
2015 Komatsu PC490LC 320 Hydraulic Excavator
2015 Caterpillar D6H XL Narrow Track Bull Blade Dozer

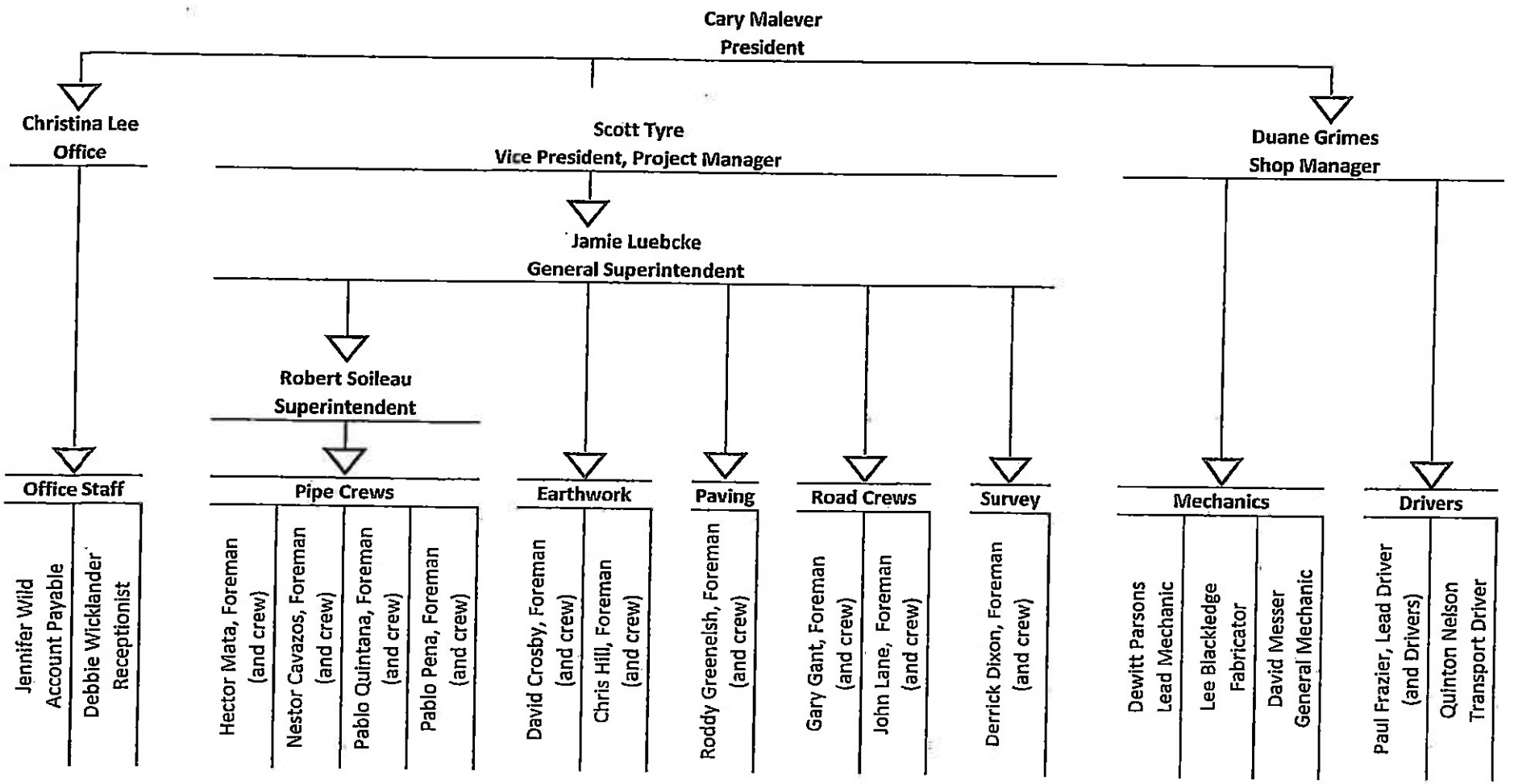
J. Malever Construction Company, Inc.

301 Sampey Road

Groveland, Florida 34736-3311

PHONE: 352-429-9507 FAX: 352-429-8705

Staff Organization Chart



JMC Past Project List
City of Ocoee

Job Name:	Wharton Smith / City of Ocoee - City Hall Offsite
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	$722,000.00
Completion:	March 2022

Job Name:	Wharton Smith / City of Ocoee - Misc Projects
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	$353,000.00
Completion:	March 2022

Job Name:	Pressure Test Waterline 2nd & 3rd Street
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	Sewer Manhole Invert Repair at Maguire Rd & Ocoee Business Pkwy
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

City of Ocoee

Job Name:	Temp Fire Station Utilities at Vignetti park
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	Concrete Pad Install at the Master Lift Station - N. Lakewood Ave & Security Cir.
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	Asphalt Road Repair at Clark Rd and Hwy 50
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	Force Main Reroute and Road Repair on Clark Rd North of AD Mimms
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

JMC Past Project List

City of Ocoee

Job Name:	Sewer Repair at Hwy 50 & Bluford
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	Water Main Valve Repair & Road Repair at Maguire Rd & West Franklin St
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	Force Main Repair & Road Repair at Silver Star Rd & Clark Rd
Customer:	City of Ocoee- Utilities Dept 1800 A.D. Mims Road Ocoee, FL 34761
Contact:	Jamie Croteau
Phone:	407-905-3159
Email:	Jcroteau@ocoee.com
Contract Amount:	
Completion:	

Job Name:	
Customer:	
Contact:	
Phone:	
Email:	
Contract Amount:	
Completion:	

PRIME
CONSTRUCTION GROUP, INC.

RFQ #23-004

Construction Manager At Risk for Floral Street Water, Sewer and Road Reconstruction

City of Ocoee, FL

Our People Make the Difference with Pride, Integrity and Quality

1000 Jetstream Drive, Orlando, FL 32824 Phone: 407.856.8180 Fax: 407.856.8182
primeconstructiongroup.com CGC 1526668 & CUC 1225568

PRIME
CONSTRUCTION GROUP, INC.

February 28th, 2023

Shannon Hopper
Purchasing Technician
Finance Department/Purchasing
City of Ocoee
1 North Bluford Avenue
Ocoee, FL, 34761

RE: Letter of Interest

Dear Ms. Hopper,

We hereby express our interest in being selected for RFQ #23-004 Construction Manager at Risk For Floral Street Water, Sewer and Road Reconstruction for the City of Ocoee, FL. In the following documents, please find the required information that you requested.

Throughout our 30+ years in municipal construction, we have been fortunate enough to experience and successfully built over 800 projects within the Central Florida area, including projects for City of Daytona, Volusia County, City of Orlando, Orange County, Seminole County, Osceola County, City of Deltona, Tohopekaliga Water Authority, Greater Orlando Aviation Authority, City of Kissimmee, Brevard County, and others.

Our team's experience and skillset allow us to competitively build water & wastewater treatment facilities, booster pump stations, ground storage tanks, water mains, gravity sewer mains, lift stations & many other heavy civil projects in and around Central Florida. We also have the capability and resources to respond quickly for our customers when requested for hurricane response or other emergency responses.

We believe in team building and partnering with our customers to successfully design, manage, and construct their infrastructure projects in a manner that meets all budget, quality, and schedule requirements. We thank you for the opportunity to submit our qualifications and look forward to further developing our strong relationship.

Sincerely,

Charles J. Brackett III
President/CEO

1000 Jetstream Dr.
Orlando, FL 32824
Phone: 407.856.8180
Fax: 407.856.8182
primeconstructiongroup.com

PRIME CONSTRUCTION GROUP, INC.

GENERAL INFORMATION ABOUT COMPANY

PRIME CONSTRUCTION GROUP, INC. CGC1526668 CUC1225568
1000 Jetstream Drive, Orlando, FL 32824 Main Office since 2000
www.primeconstructiongroup.com

Point of Contact: Chase Brackett , President/CEO
407-856-8180 Ext. 234 407-856-8182 Fax
cbrackett@primeconstruction.com

Wyatt H. Hazy, Vice President/COO
407-856-8180 Ext. 246 407-856-8182 Fax
whazy@primeconstructiongroup.com

Originally Founded	April, 1, 1991
State of Florida Corporation	January 1, 1994
Tax Identification Number	59-3210337

Litigation: Prime Construction Group, Inc. has no legal judgments nor contract default claims involving our team and associated team members.

COMPANY HISTORY

Prime Construction Group, Inc. (PRIME) was founded April 1, 1991. PRIME specializes in municipal construction in the areas of roadways, underground utilities and water/wastewater treatment facilities. Our overall experience also includes specialized construction of water & wastewater treatment facilities, booster pump stations, ground storage tanks, water mains, gravity sewer mains, lift stations & many other heavy civil projects in and around Central Florida.

During the past 30 years PRIME has successfully constructed over 800 projects. These projects range from emergency projects of less than ten thousand dollars completed in a few days to projects greater than $35 million dollars with a contract time of more than two years. PRIME has the ability to perform construction management services or general contracting to manage long range projects as well as emergency/rapid response projects without any difficulty in scheduling crews or equipment.

We are proud of the close relationships we have developed with many local municipalities over the years. These relationships have been developed out of the fine character and workmanship of our employees and management. Our philosophy has always been to construct the project timely, efficiently and safely while delivering a completed project which exceeds the owner's expectations.

Project Approach

PRIME'S Approach to City of Ocoee CMAR Floral Street Improvements

This project involves the installation of new gravity sanitary sewer and replacement and upgrades to the potable water system in the Floral Street, Cumberland Ave and Sills Alley area of Ocoee. This neighborhood is located near city hall, Ocoee Middle School and the central business district. Scheduling and coordinating the construction activities to ensure residence, businesses and school traffic are maintained each day in a safe and secure manner will be one of the top priorities of our team. The reconstruction of the brick and asphalt street along with the curb and ADA compliant sidewalk will also be a priority to ensure the finished product is in conformance with the City's standards and surrounding streetscape improvements. Our team will conduct a constructability review to ensure the most effective construction methods are implemented in the design & permitting phase of the project. This includes identifying all existing underground infrastructure, soil and groundwater conditions, and conforming with the city's long-term master plan of future development and infrastructure. The overall construction phasing initially appears that the project should be constructed by street blocks starting at Floral Street with the new gravity sewer followed by the potable watermains and streetscape reconstruction. Ensuring FDEP underground clearances, pressure testing regularly, sanitation and flushing, quality as-built drawings and FDEP clearances will be critical to completing each phase timely and allow work to progress to the next segment in an orderly manner. Early and regular communication between the City, Hazen & Sawyer, Prime, the residents, and businesses will be important to establish expectations and communication strategy to keep everyone informed of the construction schedule and progress.

Once selected our team will engage with the City's staff assigned to the project as well as the staff from Hazen & Sawyer to get up to speed on the projects status. We will develop a CPM schedule to identify all major preconstruction activities including design development, permitting, subcontractor/trade engagement, budget development, city's events schedule, maintenance of traffic needs, material procurement and construction sequence schedule. Working on a regular basis with the team and maintaining accountability for all parties is critical to completing the preconstruction phase resulting in a Guaranteed Maximum Price (GMP) and detailed construction schedule that has taken into account all critical factors.

Safety of the public and our workforce is the first and highest priority each day. Prime is a "Safety First" culture company which includes training, up-to-date certifications, regular safety meetings, and jobsite audits. Every employee has the ability and responsibility to stop work for safety purposes. Prime's reputation is best-in-class construction of underground utilities, roadways, sidewalks and streetscape improvements. We install quality workmanship the first time and work in a partnership manner with our customers, engineers, and the general public.

Project Approach

PRIME'S subcontractor quality control approach.

PRIME'S process for ensuring quality of completed subcontract work starts by prequalifying our subcontractors in a method very similar to the City's RFQ process. Subcontractors fill out a preconstruction questionnaire that includes project and character references that are checked to ensure they meet the credentials to perform the work the intend to bid and perform on.

After becoming prequalified and pricing finalized, we enter into a contractual agreement that includes, but not limited to; agreed upon schedule, pass through owner contract language, contract document expectations, payment and performance bond requirement, safety program expectations and quality control and quality assurance expectations. Once the subcontractor has mobilized, our project team will have weekly progress meetings along with daily quality control/quality assurance checks to ensure the work product provided meets our high expectations of quality work.

PRIME'S preconstruction cost estimating methods.

PRIME uses HCSS Heavy Bid software with our vast library of historical cost that allow us to provide reliable cost predictability for our business. Knowing exactly what a project will cost to construct is imperative to stay in business for almost 30 years. After budgets are established and construction work starts, we rely on our Vista by Viewpoint accounting software to provide daily cost reports that allow us to track exactly how projects are performing daily.

PRIME'S job site safety performance metric.

PRIME believes and strives for zero accidents and/or incidents for our construction projects. For any project we track the following: safe work hours managed without incident, safe work hours performed without incident, days worked without incident, and safety related paperwork completion (weekly toolbox talks and job hazard analysis).

PRIME'S job site controls regarding damage to existing infrastructure adversely affecting neighboring properties and/or occurring after business hours.

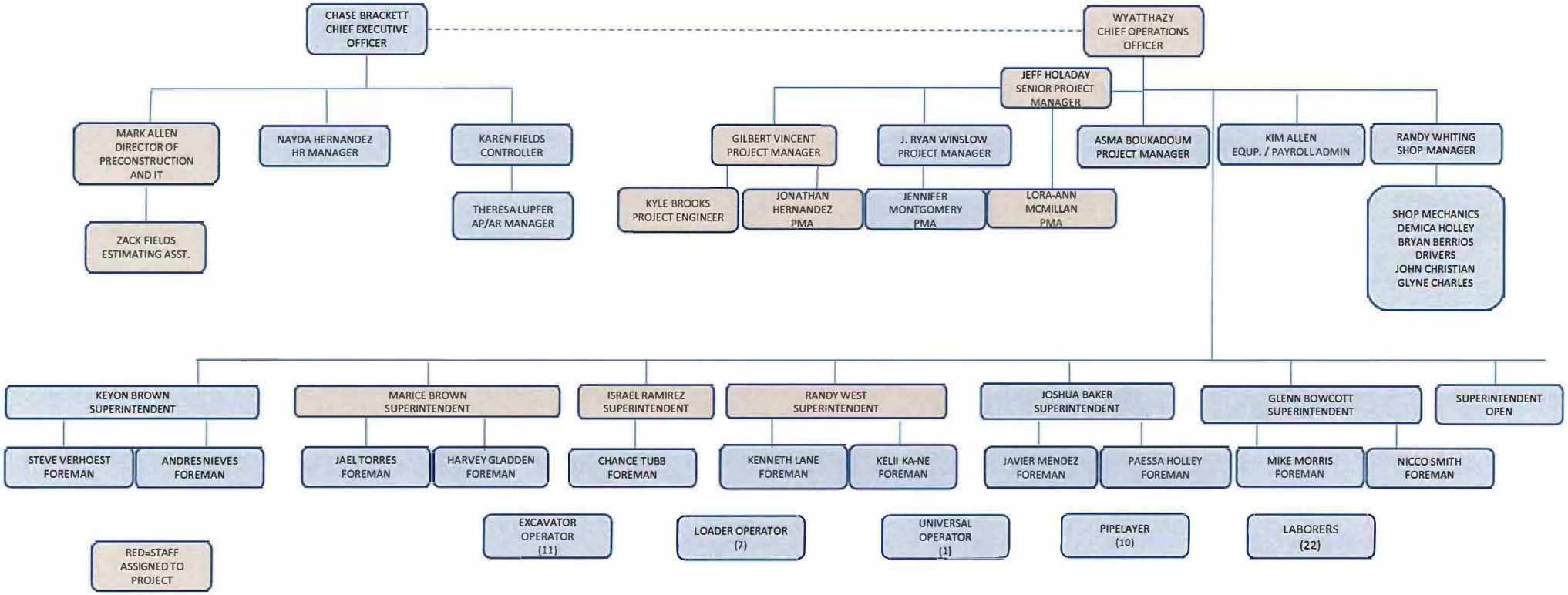
PRIME'S process for managing existing infrastructure starts by doing preconstruction surveys of all areas within and adjacent to the work areas. Prior to work starting we communicate our work and proposed schedule to inform all identified resident stakeholders so they will not be surprised when the jobsite is mobilized.

Upon mobilization several additional measures can be used including but not limited to; vibration analysis, physical barriers at the right of ways, continuous survey and timely jobsite restoration measures.

PRIME CONSTRUCTION GROUP, INC.

ORGANIZATIONAL CHART

February 24, 2023



WYATT H. HAZY

PRIME CONSTRUCTION GROUP, INC., Orlando, Florida **2014 – Present**
COO/Vice-President:
Responsibilities include overall accountability for all Construction Management, Field Operations and full service Equipment Department. Ensures projects have the proper manpower, equipment and resources to successfully complete the work safely and within the contract requirements and local and state building code compliance. Provides expertise and guidance to operations management team that is consistent with the values and goals Prime Construction Group has established; continually listening to our employees and customers on how we can improve our effectiveness and management of our ongoing projects. Leads the company's safety committee and ensures all safety policies and procedures are in OSHA compliance and are implemented and followed by staff on a daily basis. Training and develop is one of Wyatt's passions and he leads and mentors staff as they advance in their career through our training and development program.

RECENT AND/OR NOTABLE PROJECT EXPERIENCE:

- TOHO Wifia LS 42-47P & 54P Basins GS Rehab
- Orange County, Winter Garden-Vineland Rd. (CR 535) Force Main Replacement
- Orange County, Gravity System Improvement Package #10
- Orange County, Y15-779 County Rd. 545-Avalon Rd. Culvert Replacement
- Seminole County, Soldier Creek Reg. Nutrient Removal. Stormwater Treatment Facility

JEFF HOLADAY

PRIME CONSTRUCTION GROUP, INC., Orlando, Florida **2008 – Present**
Senior Project Manager: Directs and controls projects from contract award through contract close-out. Supports field supervision by performing plan take-offs, acquiring subcontractors, vendors and materials, and providing administrative functions required on contract-related issues. Create and update projects schedules in collaboration with Superintendents and disseminates schedules information to project owners and company personnel. Budgets projects and forecast costs to predict overall financial outcome.

RECENT AND/OR NOTABLE PROJECT EXPERIENCE:

- GOAA, Brightline Tunnel Interior Drainage Repairs
- OUC, Division Avenue Water Main Replacement
- TOHO, Michigan Ave Force Main Replacement/Ascot Water Main Ext.
- Orange County, Y19-709 Western Regional Water Supply Improv Ph 3B
- City of Orlando, Lift Station #08, #30, 47 and #77
- City of Tavares, Downtown CRA Area A SW Treat Improvements
- TOHO, Osceola Parkway 20" Force Main Extension
- City of Orlando, GOAA Hangars 407 & 431 Fire Protection Source Water Conversion
- TOHO, Highlands Gravity Sewer & Water Main Replacement

GILBERT VINCENT

PRIME CONSTRUCTION GROUP, INC., Orlando, Florida **2008 – Present**
Project Manager: Directs and controls projects from contract award through contract close-out. Supports field supervision by performing plan take-offs, acquiring subcontractors, vendors and materials, and providing administrative functions required on contract-related issues. Create and update projects schedules in collaboration with Superintendents and disseminates schedules information to project owners and company personnel. Budgets projects and forecast costs to predict overall financial outcome.

RECENT AND/OR NOTABLE PROJECT EXPERIENCE:

- City of Ocoee, Downtown Master Stormwater Pond and Park
- Orange County, OC Clarcona Ocoee Force Main Replacement
- Eatonville Park Master Lift Station Replacement
- Orange County, PUMP STATION PACKAGE 22 IMPROVEMENTS
- Orange County, Y18-792-TA PUMP STATION PKG 20

LORA-ANN MCMILLAN

PRIME CONSTRUCTION GROUP, INC., Orlando, Florida **2018-Present**
Administration Assistant, Project Management: Provide support to the Project Manager, Subcontractors and Suppliers and field from contract award through contract closeout. Setup jobsite office, call in locates, attend project meetings, route submittals, pay applications, subcontracts electronically and paper. Prepare owner contracts, bonds and insurance for execution. Manage any and all correspondence relating to the project. Assist Project Manager in the materials and subcontract buyout process. Generate Operation and Maintenance Manuals at contract closeout.

JOHN HERNANDEZ

PRIME CONSTRUCTION GROUP, INC., Orlando, Florida **2022-Present**
Administration Assistant, Project Management: Provide support to the Project Manager, Subcontractors and Suppliers and field from contract award through contract closeout. Setup jobsite office, call in locates, attend project meetings, route submittals, pay applications, subcontracts electronically and paper. Prepare owner contracts, bonds and insurance for execution. Manage any and all correspondence relating to the project. Assist Project Manager in the materials and subcontract buyout process. Generate Operation and Maintenance Manuals at contract closeout.

RANDY WEST

PRIME CONSTRUCTION GROUP, INC. Orlando, Florida **2010 - Present**
Superintendent: Responsibilities include the supervision, coordination and execution of Field Operation for all assigned projects from contract award to completion including direction of the personnel, material procurement and management, budget allocation for project, and overseeing of all day-today operations for the project.

RECENT AND/OR NOTABLE PROJECT EXPERIENCE:

- City of Ocoee, Downtown Master Stormwater Pond and Park
- TOHO, San Remo Gravity Sewer Rehab
- City of St. Cloud, POLISHER UNIT IMPROV WATER TREATMENT PLANT 4
- Orange County, Gravity System Improvement Package #10
- City of Tavares, Downtown CRA Area A SW Treat Improvements
- Orange County, Y15-779 County Rd. 545-Avalon Rd. Culvert Replacement
- TOHO, Gravity Sewer Rehab. Replacement Phase 1 & 2

ISRAEL RAMIREZ

PRIME CONSTRUCTION GROUP, INC., Orlando, Florida **2019 – Present**
Project Superintendent: Responsible for supervision of all field operations on assigned projects. Provide over all leadership for on-site field administration, supervision and technical management for all construction operations, including supervision of assistants, foremen, subcontractors, vendors and other construction personnel. Ensure certain high standards for quality, scheduling, safety, budget and customers satisfaction are met. Work with PM and assist with construction methods and techniques and the project schedule. Procure construction materials and equipment, handle safety planning and implementation.

RECENT AND/OR NOTABLE PROJECT EXPERIENCE:

- City of Casselberry, Howell Park Water Treatment Plant Rehabilitation
- Orange County Utilities, Western Regional WTP 3MG GST & Well House Addition
- OUC, Division Avenue 20" Water Main Replacement
- City of Deltona. Eastern Waste Water Facility Membrane addition and Plant Modifications

MARICE BROWN

PRIME CONSTRUCTION GROUP, INC., Orlando, Florida **1999 - Present**

Superintendent: 2009 to Present: Responsible for the supervision, coordination and execution of Field Operations for all assigned projects from contract award to completion; direction of the personnel; material procurement and management, budget allocation for project, and overseeing daily operations for the project.

Foreman: 1999 to 2009: Responsible for directly supervising and coordinating the daily tasks and activities of laborers, pipe layers, leads, operators, and other similar positions in a manner which ensures high quality workmanship, efficiency, employee satisfaction, morale, communication, teamwork and pride. The Foreman may engage in the work of the crews they supervise when necessary.

RECENT AND/OR NOTABLE PROJECT EXPERIENCE:

- Orange County, Clarcona Ocoee Force Main Replacement
- Orange County, Y19-709 Western Regional Water Supply Improv Ph 3B
- TOHO Oakwood Drive Gravity Sewer Rehabilitation Project
- Seminole County, Soldier Creek Reg. Nutrient Removal. Stormwater Treatment Facility
- City of Orlando, GOAA Hangars 407 & 431 Fire Protection Source Water Conversion
- Orange County, Y13-7017 Regency Industrial Park Culvert Improvement

KYLE BROOKS

PRIME CONSTRUCTION GROUP, INC., Orlando, Florida **2020 - Present**

Project Engineer: Responsibilities include on-site document management, field coordination; documentation, submittal reviews, managing RFI's, drawing logs, subcontractor coordination, quality control; daily safety inspections, weekly schedule updates and cost control.

RECENT AND/OR NOTABLE PROJECT EXPERIENCE:

- Orange County, Southwest Service Area Water Pumping Station and Avalon Road Master Pump Station
- Orlando Fuel Facilities LLC, T-1734 100k-BBL Tanks 328 & 329 Project—Phase 2
- City of Casselberry, Howell Park WTP Rehabilitation

PRIME CONSTRUCTION GROUP, INC.

MARK ALLEN

PRIME CONSTRUCTION GROUP, INC., Orlando, FL **2000 – Present**

Director of Preconstruction: 2014 to Present: Responsible to pursue new contract opportunities through hard bid, cost plus, design-build or other negotiated contract methods. Works closely with operations team to ensure sufficient backlog for available resources within the organization. Manages the estimating department staff working with team of estimators and assistants to maintain a high degree of subcontractor / vendor engagement, including MWBE, DBE, LDB/VBE business partners, to ensure best in class pricing and a high level of accuracy for all bid packages. Works with various municipalities programs to ensure compliance with all contract requirements. Works closely with project managers and clients to provide creative solutions and detailed pricing of alternate construction methods. Upon award of new contracts, works closely to seamlessly transfer preconstruction information to operations team assigned to building each project.

Information Technology Manager: 2006 to Present: Analyze, plan, coordinate, and direct the information and computer-related activities of the Company from an operational and strategic perspective. Demonstrate how information technology can be used as a competitive tool that not only cuts costs but also increases revenue and maintains or increases competitive advantage. Evaluate and recommend hardware and software enhancements based on the needs of the business, negotiate the best pricing and service agreements, administer their installation and properly train Company personnel on their full use. Ensure the availability, stability, integrity and security of data and information technology services at all times.

ZACHARY FIELDS

PRIME CONSTRUCTION GROUP, INC., Orlando, Florida **2019 – Present**

Preconstruction Coordinator 2021-Present: Manage and develop request for quotation lists for upcoming projects to bid. Organize and maintain active licensing for Prime Construction Group including Insurance, Business Tax Receipts, General Contracting License, municipality licensing. Produce responsive bid packages by compiling required information requested by bid owners. Coordinate with all estimators for needs on getting quotes for full scope coverage on every bid. Maintain and organize the contact database for Prime Construction, assist ongoing projects by providing contacts and being knowledgeable for the ongoing operations of all contacts in Prime Construction's database. Find and present new and upcoming bids by browsing all formats of bid acquisition daily and present the estimating department with new bids to pursue.

Project Management Coordinator: 2019-2021 Communicate with stakeholders regarding project needs and goals. Contribute to the planning and development of projects. Support the coordination of management of projects: prepare owner contracts, bonds and insurance for execution. Assist project manager in the material and subcontract buyout process.

PRIME CONSTRUCTION GROUP, INC. SCHEDULE OF JOBS IN PROGRESS AS OF JAN. 31, 2023

JOB #	PROJECT NAME	TOTAL CONTRACT ($)	PROJECT START DATE	PERCENT COMPLETED	ESTIMATED COMPETION DATE	OWNER NAME
21789	OC-Wekiwa Springs Septic Tank Retrofit Project Phase 1	$ 7,688,000.00	6/28/2021	70.00%	7/31/2023	Orange County
21790	Melbourne-Filter Backwash Drain Improvements the JAB Water Treatment Plant	$ 1,641,727.27	6/28/2021	90.00%	4/30/2023	City of Melbourne
21791	Toho-Lift Station 57 SW Quad Gravity Sewer Rehabilitation	$ 6,143,634.73	5/24/2021	90.00%	4/30/2023	Tohopekaliga Water Authority
21796	Deltona-Phase 4B Lake Monroe Intake, Pump Station & Raw Water Trans	$ 7,806,309.95	11/29/2021	15.00%	3/30/2024	City of Deltona
21797	Ocoee-Downtown Master Stormwater Pond & Park	$ 7,677,046.85	9/13/2021	90.00%	4/30/2023	City of Ocoee
21798	Toho-Lift Station 1P W Industrial Lane Gravity Sewer Rehab	$ 2,922,828.43	9/20/2021	80.00%	5/30/2023	Tohopekaliga Water Authority
21799	OC-SW Service Potable Water Storage & Repump Facility & Avalon Road MPS	$ 18,133,200.00	12/21/2022	50.00%	3/26/2024	Orange County
21802	OC-Utilities Scada Panel Upgrades Package 2	$ 2,973,973.00	2/14/2022	85.00%	4/30/2023	Orange County
21803	OC-Pump Station Improvements Package 40	$ 1,976,000.00	4/25/2022	6.73%	12/31/2023	Orange County
21804	OC-Pump Station Improvements Package 32	$ 3,935,190.00	3/14/2022	5.69%	6/30/2024	Orange County
21805	Toho-LS 97 Formosa Gardens Gravity Sewer Rehabilitation	$ 4,738,934.00	2/9/2022	33.73%	9/30/2023	Tohopekaliga Water Authority
22810	Deltona-Eastern WRF Membrane Addition & Modifications	$ 2,419,000.00	11/7/2022	4.61%	11/8/2023	City of Deltona
22811	OC-Y22-797 Addition of VFD's for Water Supply Facilities-Oak Meadows & Hidden Springs	$ 5,969,690.00	11/21/2022	1.31%	3/30/2024	Orange County
22815	OC-Force Main South Area Package 1	$ 3,555,555.00	12/8/2022	0.97%	12/8/2023	Orange County
22817	OC-Electrical System at Master Pump Station F3146 (Rouse Road North)	$ 3,000,000.00	10/7/2022	0.97%	3/30/2024	Orange County
22818	OC-36" Gravity Main Replacement South Water Reclamation Facility	$ 3,500,000.00	10/7/2022	11.09%	12/31/2023	Orange County
22819	Tavares-2022-0015 Woodlea Rd Utility Extensions	$ 3,977,564.00	12/1/2022	1.06%	4/30/2024	City of Tavares
22824	OC-Pump Station Improvements Package 42	3,525,525.00	3/2/2023	1.00%	3/31/2024	Orange County
23827	OC-Hoffner Wall SR 15	1,274,000.00	5/1/2023	1.00%	9/30/2023	Orange County

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
20776	Longdale Septic Abatement Project	$3,489,000	$3,638,110
☑ Water	☐ Drainage	**NTP**	**Final Completion**
☑ Sewer	☑ General Civil	12/7/2020	5/6/2022

Owner:

City of Longwood
907 E. SR. 434
Longwood, FL
Contact: Andrew Marsian
Telephone: (407) 263-2378
E-Mail: amarsian@longwoodfl.org

Engineer:

BFA Environmental Consults
1230 Hillcrest Street, Suite 100
Orlando, FL 32803
Contact: Najee Hunter
Telephone: (321) 332-1114
E-Mail: nhunter@bfaenvironmental.com

Scope of Work

This contract comprises the construction of the wastewater collection and transmission system.

1. Installation of approximately 8,900 feet of 8-inch PVC gravity sanitary sewer, 38 sanitary sewer manholes and all necessary fittings and incidentals to complete the wastewater system via open cut construction method. The installed gravity sewer system, consisted of 4600 LF at 0' - 8' deep, 2400 LF at 8' - 12' deep and 1900 LF 12 - 16'. 38 manholes installed throughout the various depths. MOT was setup to ensure safety and to reduce the impact the residents as much as possible. Residential driveways and walks were reconstructed as required.

Disruption of the roadway was kept to a minimum via mixing and creating stabilized subgrade and base, in place and onsite. Approximately 12,000 SY of asphalt was milled paved as part of the roadway restoration.

2. Installation of approximately 220 sanitary sewer lateral services (a mix of doubles and singles) to existing residential buildings on private property including all necessary piping, valves, fittings and incidentals to connect all homes as shown on the Drawings. After installation, restoration was completed to original or better conditions.

3. Abandonment and demolition of approximately 225 existing septic tanks on private property. Each homeowner agreement was made and each permit completed - work was completed by state licensed plumber.

4. Installation of one 6' duplex pump station (24' deep) and all necessary structures (valve vault), equipment, accessories, utility service connections, site work, electrical and instrumentation, start up and testing as shown on the Drawings. Pumps were 7.5 HP (VFD). Site improvements included, fencing, gates, bollard, stone coverings, misc. concrete pads, new water service and an antenna with a new RTU panel.

5. Installation of 1,650 feet of 6-inch PVC wastewater force main and all necessary fittings, valves, connecting to existing piping and incidentals as required.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
19017	KIEWIT GOAA STC AIRFIELD CIVIL 104205 GREASE TRAPS	$1,242,000	$1,250,012

☐ Water ☐ Drainage

☑ Sewer ☑ General Civil

NTP	Final Completion
3/1/2020	10/22/2020

Owner:

Kiewit Infrastructure South Co.
450 Dividend Dr.
Peachtree City, GA 30269
Contact: David Augello
Telephone: (410) 610-1044
E-Mail: david.augello@kiewit.com

Engineer:

Kiewit Infrastructure South. Co.
450 Dividend Dr.
Peachtree City, GA 30269
Contact: David Augello
Telephone: (410) 610-1044
E-Mail:

Scope of Work

Project consisted of the installation of 44 precast grease traps various groupings prior to the installation of concrete apron pavement. All traps were plumbed with PVC interior piping and then piped to the terminal building and stubbed up. Each group of traps were connected in seriers then connected to existing sanitary sewer. Each precast trap was approximately 10' x 8' x 6' and weighed 20 tons. Addtionally 2 oil water sepeartors were installed.

Job #	Project Name	Project Amt	Final Contract
19015	Eatonville Park Master Lift Station Replacement	$748,000	$748,000

☐ Water ☐ Drainage

☑ Sewer ☑ General Civil

NTP	Final Completion
1/1/2020	9/25/2020

Owner:

Town of Eatonville
307 E. Kennedy Blvd
Eatonville, FL 32751
Contact: Rhonda Anderson
Telephone: (407) 623-8900
E-Mail: randerson@townofeatonville.or

Engineer:

CPH Inc.
1117 E. Robinson St.
Orlando, FL 32801
Contact: Scott Breitenstein
Telephone: (407) 425-0452
E-Mail: sBreitenstein@cphcorp.com

Scope of Work

Installation of new master lift station for the town of Eatonville. Station was 10' diameter, 20' deep with duplex 25HP submersible pumps, 10" SS discharge, flowmeter and 125kw emergency generator with fuel tank. 150 lf of new 8" gravity sewer was installed to redirect sewer to new lift station site. Other site improvements included new chain link fencing, double swing gates, concrete drive way, stone ground cover, area lighting and restoration of approx. 800 sy of roadway and the surrounding neighborhood park. Existing lift station was demolished upon completion of new lift station.

All work completed without shutdown

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
19009	Casselberry Howell Park WTP Rehab	$2,750,000	$2,956,740

- [x] Water
- [ ] Sewer
- [ ] Drainage
- [x] General Civil

NTP 1/26/2020

Final Completion 4/26/2021

Owner:

City of Casselberry
95 Triplet Lake Drive
Casselberry, FL 32707
Contact: Tara Lamoureux
Telephone: (407) 262-7725
E-Mail: tlamoureux@casselberry.org

Engineer:

CPH Engineers
117 East Robinson Street
Orlando, FL 32801
Contact: Scott Breitenstein, PE
Telephone: (407) 425-0452
E-Mail: SBreitenstein@cphcorp.com

Scope of Work

The project consisted of the demolition of several items including existing buildings and office, yard piping, pumps, chemical skids and tanks, flow meters, fuel tank and piping, fencing, landscaping, and electrical and instrumentation equipment. The construction of a New Chemical Building - including plumbing, lighting, HVAC, fixtures, roofing system, safety equipment, concrete formwork, and painting. The construction of a New High Service Pump, Electrical, and Operations Building - including pulling building permits, plumbing, lighting, HVAC, cabinetry, bathroom fixtures, roofing system, safety equipment, concrete formwork, and painting. The construction of new site piping to include water main and distribution systems to include flow meters, vales and fittings. Various site improvements to include Site Restoration, Sodding, Fencing/Wall, Landscaping, Access Driveway, Access Gate, and Detector Loop. Equipment furnished and installed including; new HSP's, New Orthopolyphosphate System - Including chemical skids, piping, and injection points; Pre and Post Cl2 System - including chemical skids, piping, injection points, and chemical storage tanks; Fuel Oil Piping for Relocated Fuel Tank; grinder pump station and associated piping, including connection to off-site manhole. The project also included; Furnish and Install grinder pump station and associated piping, including connection to off-site manhole; Furnish and Install Coating System - Including all piping, fittings, valves, and pumps; Furnish and Install Coating System for exterior of 0.25 MGD Ground Storage Tank and 0.5 MGD Ground Storage Tank; Rehabilitate 0.25 MGD Ground Storage Tank and 0.5 MGD Ground Storage Tank. Clean, furnish and install coating system for interiors of both ground storage tanks. Minor screen and level gauge. Also included; New Electrical System including main breaker, ATS, Panel P1, VFDs, MCCs, transformer, disconnect switches, circuit breaker enclosures, starters, panelboards, shunt trips, all conduits and wire for a complete electrical system, and electrical testing. New complete SCADA system fully integrated into the City System.

Plant remained in use during construction.

Job #	Project Name	Project Amt	Final Contract
19008	San Remo Gravity Sewer Rehab	$4,695,876	$5,428,620

- [ ] Water
- [x] Sewer
- [ ] Drainage
- [x] General Civil

NTP 7/23/2019

Final Completion 11/8/2021

Owner:

Toho Water Authority
951 Martin Luther King Blvd.
Kissimmee, FL 34741
Contact:
Telephone: (407) 944-5025
E-Mail: geversole@tohowater.com

Engineer:

Tetratech
201 E. Pine St. Ste 1000
Orlando, FL 32801
Contact: Janine Alexander
Telephone: (321) 388-5178
E-Mail: janine.alexander@tetratech.com

Scope of Work

The project was to upgrade / repair residential sewer systems and water systems. The project consisted of CIPP lining of 8" (7793 LF) 10" (1685 LF) and 12" (800 LF) sewer lines, gravity point repairs of approximately 500 LF of 8" 10" and 12" pipe, the installation of approximately 1200 LF of new 8" gravity sewer and the repair of 11 manholes fro 10' to 20' deep (as well as 350 VF of linings / coatings). Project required other utilities to be relocated road restorations, milling and paving operations.

Project was in a residential neighbor, local MOT required.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
19003	Michigan Ave Force Main Replacement/Ascot Water Main Ext.	$602,930	$580,255

- [x] Water
- [ ] Sewer
- [ ] Drainage
- [x] General Civil

NTP 3/6/2019

Final Completion 8/11/2019

Owner:

Toho Water Authority
951 Martin Luther King Blvd
Kissimmee, FL
Contact: George Eversole
Telephone: (407) 944-5024
E-Mail: geversole@tohowater.com

Engineer:

CPH, Inc.
117 East Robinson St.
Orlando, FL
Contact: James R. Morris
Telephone: (407) 425-0452
E-Mail: jmorris@cphcorp.com

Scope of Work

Construct Approx 205 ft of 8" PVC force main by open cut and 1315 ft of 8" HDPE by horizontal directional drill in an existing neighborhood, and 120 ft of 8" water main by horizontal direction drill along Ascot Court.

Job #	Project Name	Project Amt	Final Contract
18013	Oakwood Drive Gravity Sewer Rehabilitation Project	$1,183,940	$1,202,231

- [ ] Water
- [x] Sewer
- [ ] Drainage
- [ ] General Civil

NTP

Final Completion

Owner:

Toho Water Authority
951 Martin Luther King Blvd
Contact: George Eversole
Telephone: (407) 518-2377
E-Mail: geversole@tohowater.com

Engineer:

Tetratech
951 Martin Luther King blvd
Contact: Janine Alexander
Telephone: (321) 388-5178
E-Mail: janine.alexander@tetratech.com

Scope of Work

Replace 915' of combined of 8" & 18" Gravity Sewer, at approximately 16' deep. Replace of a subdivision wall section over gravity sewer main. Rehabilitation of 1600' of 15"-24" Gravity Sewer Lining. Replace (3) Gravity Sewer Manhole & Rehabss, and (5) Gravity Sewer Manhoes.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
18012	Y18-792-TA PUMP STATION PKG 20	$2,199,303	$2,252,641
☐ Water	☐ Drainage	NTP	Final Completion
☑ Sewer	☐ General Civil	3/25/2019	5/3/2020

Owner:

Orange County Utilities
9150 Curry Ford Rd.
Orlando, FL 32825
Contact: James Montalvo
Telephone: (407) 506-2120
E-Mail: james.montalvo@ocfl.net

Engineer:

CPH Engineers
1117 E. Robinson St.
Orlando, FL 32801
Contact: Scott Breitenstein
Telephone: (407) 425-0452
E-Mail: sBreitenstein@cphcorp.com

Scope of Work

Project Consisted of 5 Orange County standard lift stations. 4 Rehab stations and one new. The rehab consisted of various site improments to include concrete work, stone coverings, fencing and piping. In addition the wet wells were lined with FRP liners and re-plumbed per the county standards. Plumbing included new base plates, stainless steel risers and pumps from 5 to 12 HP, operated on new electrical systems utilizing VFDs and tied into the county wide SCADA system.

The new station was 6' in diameter and approximately 20' deep.

By passing of the stations were required.

Job #	Project Name	Project Amt	Final Contract
18005	OC PUMP STATIONS PACKAGE 18	$1,994,240	$2,068,896
☐ Water	☐ Drainage	NTP	Final Completion
☑ Sewer	☐ General Civil	10/4/2018	10/28/2019

Owner:

Orange County Utilities
9150 Curry Ford Rd.
Orlando, FL 32825
Contact: James Montalvo
Telephone: (407) 506-2120
E-Mail: james.montalvo@ocfl.net

Engineer:

CPH
1117 E. Robinson St.
Orlando, FL 32801
Contact: Scott Breitenstein
Telephone: (407) 425-0452
E-Mail: SBreitenstein@cphcorp.com

Scope of Work

Project Consisted of 5 Orange County standard lift stations all were Rehab stations. The rehabs consisted of various site improments to include concrete work, stone coverings, fencing and piping. In addition the wet wells were lined with FRP liners and re-plumbed per the county standards. Plumbing included new base plates, stainless steel risers and pumps from 5 to 12 HP, operated on new electrical systems utilizing VFDs and tied into the county wide SCADA system.

By passing of the stations were required.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
18002	Y18-736 Pump Stations Package 5	$1,749,479	$1,825,218

☐ Water ☐ Drainage

☑ Sewer ☐ General Civil

NTP	Final Completion
7/19/2018	8/12/2019

Owner:

Orange County Utilities
9150 Curry Ford Rd
Orlando, FL 32825
Contact: James Montalvo
Telephone: (407) 506-2120
E-Mail: james.montalvo@ocfl.net

Engineer:

CPH, Inc.
1117 E. Robinson St.
Orlando, FL 32801
Contact: Scott Breitenstein
Telephone: (407) 425-0452
E-Mail: sbreitenstein@cphcorp.com

Scope of Work

Project includes Construction of a new duplex pump station with a new wet well to replace an existing pump station that will be demolished. Improvements will be made to the station including installation of liners in wet wells, replacement of pumps (greater than 5 HP), riser and discharge, electrical systems, and improve site access and security. Emergency generator install, 40 KW.

Job #	Project Name	Project Amt	Final Contract
17720	Gravity System Improvement Package #10	$4,844,776	$5,043,580

☐ Water ☐ Drainage

☑ Sewer ☐ General Civil

NTP	Final Completion
10/10/2017	12/31/2019

Owner:

Orange County Utilities
9150 Curry Ford Road
Orlando, FL 32825
Contact: James Montalvo
Telephone: (407) 506-2120
E-Mail: james.montalvo@ocfl.net

Engineer:

CPH, Inc.
1117 East Robinson St.
Orlando, FL 32801
Contact: Scott Breitenstein
Telephone: (407) 425-0452
E-Mail: sbreitenstein@cphcorp.com

Scope of Work

Installation of 3,291 LF of 8" Gravity Sanitary Sewer, 2,800 LF of 4" Sanity Sewer Force Main, 38,000 LF of 8" and 10" CIPP Liner, 4,046 LF of 4"-8" Potable Water Main and Replacement of two (2) duplex and one (1) triplex pump station. Project inclued the removal and replacemnt of 14 sewer manholes of various depths from 10' to 16'. Several manole rehabiltaions were required. 21 sewer laterals were removed and replaced. Several elements were preformed inside the FDOT right of way. The above referenced 3,291 LF of 8" Gravity Sanitary Sewer was installed via the open cut method.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
17719	Lift Station #08, #30, 47 and #77	$2,146,776	$2,277,142

☐ Water ☐ Drainage

☑ Sewer ☐ General Civil

NTP	Final Completion
3/16/2018	12/26/2018

Owner:

City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Contact: Kristi Fries
Telephone: (407) 246-2291
E-Mail: kristina.fries@cityoforlando.net

Engineer:

City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Contact:
Telephone: (407) 246-2291
E-Mail:

Scope of Work

Furnish and install lift station #08, #30, #47 & #77 including demolition of existing, tree removal/trimming, sanitary sewer piping, electrical service, control panels, instrumentation, RTU communication, grounding, wet well construction, jack and bore trenchless pipe installations underneath the CSXT railroad crossing and silver star road at lift station 77 location, horizontal directional drilling at lift station #08 location. Removed existing wet well structure tops and installed a manhole cone, frame and cover (wet well conversion to a manhole), installed manholes, installed pipes, bypass pumping, plugging and filled abandoned pipes. Furnished and installed new pumps, valves and controls, concrete slabs, curbs and driveways, sodding, fences and gates, erosion and sediment control, MOT. Returned salvaged equipment to the wastewater storage yard, prepared as-built survey drawings. Change order that included the installation of one 40 KW enclsosed emergency generator

Job #	Project Name	Project Amt	Final Contract
17718	Y17-770 Pump Station Package #14	$1,054,940	$1,054,940

☐ Water ☐ Drainage

☑ Sewer ☐ General Civil

NTP	Final Completion
12/11/2017	12/19/2018

Owner:

Orange County Utilities
9150 Curry Ford Road
Orlando, FL 32825
Contact: Ray Rice
Telephone: (407) 254-9900
E-Mail: ray.rice@ocfl.net

Engineer:

Neel-Schaffer
125 S. Congress St. #1100
Jackson, MS, 39201
Contact: Charles Hill
Telephone: (601) 948-3071
E-Mail: charles.hill@nell-schaffer.com

Scope of Work

PS 3004 - Rehabilitate an existing 15HP duplex pump station in accordance with current OCU standards, including FRP Lining 6' Wet Well 30' Deep, concrete access drive, fencing, and curbing. Remove and replace the existing 6-inch aboveground discharge piping and concrete slab. Connect the new 6-inch force main to the existing 6-inch force main at the pump station. CIPP the gravity sewer from MH30040074 to the wetwell.
PS 3005 - Rehabilitate an existing 7.5HP duplex pump station in accordance with current OCU standards, including FRP Lining 6' Wet Well 20' Deep, concrete access drive, fencing, and curbing. FRP Line existing manhole 30050001.
PS 3277R - Construct a new 10HP duplex pump station in accordance with current OCU standards, including a new 6' Wet Well 20' Deep, concrete access drive, fencing, and curbing. The existing wet well was converted by removing the pumps and appurtenances and filling in the lower portion of the wet well and coring the wet well to provide a new 8-inch gravity sewer to the master manhole for the new pump station. Construct a new 4-inch force main from the new pump station to the existing 4-inch force main on Falling Leaf Lane

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
17716	Pump Station Improvements - PS3187R, PS 3951, PS3586, PS3278 - Pkg 6	$1,248,776	$1,288,879
☐ Water	☐ Drainage	NTP	Final Completion
☑ Sewer	☐ General Civil	8/15/2017	10/3/2018

Owner:

Orange County Utilities
9150 Curry Ford Rd.
Orlando, FL 32825
Contact: James Montalvo
Telephone: (407) 506-2120
E-Mail: james.montalvo@ocfl.net

Engineer:

CPH, Inc.
1117 East Robinson St.
Orlando, FL 32801
Contact: Scott Breitenstein
Telephone: (407) 425-0452
E-Mail:

Scope of Work

PS3187R - Lake Berge: Dmo existing tob slab, convert wet well to Manhole and Line, grout abandon 4" FM, F&I new Wet Well, Valve Vault, pumps and associated piping, control panels and assocated electrical equipment, F&I 50' Scada pole, F&I 28LF 8" PVC Gravity Main, Install 257LF new 4" PVC FM; duplex, 23", 300 GPM, 5 HP, 6' diameter wet well & 13'57" depth.

PS3951 Colonial Landings - Remove & replace existing valve vault and associated 6" discharge pipe, fittings & valves, remove and upgrade control panel and electrical components, remove water service and install new 2" water meter with RPZ, F&I new wet well access hatch and top slab, F&I 50' Scada Pole; duplex, 23", 338-GPM, 10-HP 6' diameter wet well & 17'16" depth.

PS3586 Donny Brooke - Remove existing water service and meter, install new 2" water meter and service, remove and replace 4" discharge pipe, fittings and valves, remove and upgrade control panel and associated electrical components, F&I new wet well access hatch and top slab, replace and existing pumps with 2 downsized 122 GPM pumps and riser pipes; duplex, 23" 115 GPM, 15 HP, 8' diameter & 14'45" depth.

PS3278 Tree Ridge Lane - remove and replace existing alue fault and associated 6" discharge piple fitting and valves. Remote relocate and upgrade control panels and associated eletrical components, demo existing top slab. F&I new wet well access hatch & top slab, remove existing pumps and replace with 2 upsided 291 GPM pumps and riser pipes, remove existing water service and install new 2" water service and meter with RPZ, F&I Scada Pole: duplex, 23", 300 GPM, 15 HP, 6" diameter and & 22'55" depth.

Job #	Project Name	Project Amt	Final Contract
17713	H-294 S. Cell Lot Access Rd. Improvemenst for S. Park Place & Travel Plaza	$1,959,052	$2,196,373
☐ Water	☑ Drainage	NTP	Final Completion
☐ Sewer	☑ General Civil	4/26/2018	3/4/2019

Owner:

Grater Orlando Aviation Authority
11074 Canal Road
Orlando
Contact: Benjamin Brown
Telephone: (407) 825-4155
E-Mail: brown@a2group.com

Engineer:

American Infrastructure Development, Inc.
37 n. Orange Ave. #500
Orlando, FL 32801
Contact: Mark Jensen
Telephone: (621) 695-5061
E-Mail: mjansen@aidinc.us

Scope of Work

Construct new asphalt concrete paved north/south roadway west of the south Taxi/Bus Hold Lot, including stormwater pond modification, clearing and grubbing, roadway subgrade and base course. Relocation of S. Park Place entrance and exit plazas. Construction two (2) toll booths and utilities. Construction new canopies at the new S. Park Place entrance and exits, reconfigure the S. Park Place and Taxi/Bus Hold Lot entrance and exit, including geometric changes, drainage system modification.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
17712	CIP-0032_P Vineland Rd. Drainage Improvements	$3,449,940	$3,778,390
☐ Water	☑ Drainage	NTP	Final Completion
☐ Sewer	☑ General Civil	7/17/2017	11/20/2018

Owner:

City of Orlando
400 S. Orange Avenue
Orlando, FL 32801
Contact: Mr. Howard Elkins
Telephone: (407) 246-2289
E-Mail: howard.elkin@cityoforlando.co

Engineer:

CDM Smith
101 Southhall Lane # 200
Maitland, FL 32751
Contact: Terry Simpson
Telephone: (407) 622-9476
E-Mail: simpsont@cdmsmith.com

Scope of Work

Construction of a storm drainage system along the Vineland Road & Peregrine Ave., consisting of 3 LF of 12" RCP, 25 LF of 18" RCP, 3 LF of 24" RCP, 60 LF of 54" RCP, 28 LF of 60 RCP, 1,786 LF of 66" RCP, 1,426 of 72" RCP, Excavation Depth of 12', 15 manholes, 1,170 LF of Curb & Gutter, Type F, 334 LF of Curb, Type A, 880 LF of Curb, Type D, 6,637 SY of 1-1/2 asphalt pavement, 394 SY of 4" Sidewalk, MOT and 1,660 SY of sod.

Job #	Project Name	Project Amt	Final Contract
711	OC Y17-722 SWRF Sodium Hypochlorite Storage & Feed System	$2,764,940	$2,775,868
☑ Water	☐ Drainage	NTP	Final Completion
☐ Sewer	☑ General Civil	7/10/2017	12/31/2018

Owner:

Orange County Utilities
9150 Curry Ford Road
Orlando,FL 32825
Contact: Terra Reffitt
Telephone: (407) 947-9802
E-Mail: terra.reffitt@ocfl.net

Engineer:

Reiss Engineering, Inc.
1016 Spring Vallas Pt.
Winter Springs, FL 32708
Contact: Melanie Peckham, P.E.
Telephone: (407) 679-5358
E-Mail: mdpeckham@reisseng.com

Scope of Work

Orange County building permit was required and obtained for the construction of Sodium Hypochlorite Storage & Feed S ystems: North System - Installation of three (3) new 15,600 gal. single-wall, vertical fiberglass reinforced plastic storage tanks under new metal roofed structure, three (3) simplex metering pump skids and one (1) triplex meting pump skid. South System - Installation of two (2) 9,900 gal. single-wall vertical fiberglass reinforced plastic storge tank under new metal roofed structure with concrete containment system, two (2) duplex metering pump skinds. Both systems include dosing points to the chlorine contact chamber and ROF controllers.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
695	Rio Pinar Water & Wastewater System Improvements Package 5	$6,249,990	$6,479,632

- [x] Water
- [x] Sewer
- [ ] Drainage
- [x] General Civil

NTP: 11/14/2016

Final Completion: 12/9/2017

Owner:

Orange County Utilities
9150 Curry Ford Rd
Orlando, FL 32825
Contact: James Montalvo
Telephone: (407) 506-2120
E-Mail: james.montalvo@ocfl.net

Engineer:

Woolpert
11486 Corporate Blvd, Suite 190
Orlando, FL 32817
Contact: Kent Veech
Telephone: (407) 591-5094
E-Mail: kent.veech@woolpert.com

Scope of Work

Installation of 23,200LF of Gravity Sewer Mains Various Sizes (8"-24") at Various Depths (6'-20'), remove & replace 90 Sewer Laterals with cleanouts, 75 Rehab Manholes, and lining of 30 Sanitary Sewer Manholes. Remove & Install of Gravity Main including 805' of 18" Gravity Sewer (16' deep) 900LF of point repairs, 35 laterals, and 11 manholes removed and replaced (depth 6' to 20'). Installation of 8,575LF of 4", 2,285LF of 6" & 5,165LF of 8" of potable water main, 7 hydrants, 84 sidewalk ADA curb ramps, 3490 SY of 4" concrete sidewalk, 2221 SY of 6" concrete sidewalk, 140 6' concrete driveways aprons, 619 LF of curb and gutter, asphalt milling & resurfacing of roadway disturbed by construction. All construction completed within the existing Rio Pinar Neighborhoods. Several elements within and along side the FDOT ROW. The above referenced pipe 23,200 LF of 8"-24" pipe was installed via the open cut method.

Job #	Project Name	Project Amt	Final Contract
691	Downtown CRA Area A SW Treat Imps	$5,328,306	$7,241,245

- [x] Water
- [x] Sewer
- [x] Drainage
- [x] General Civil

NTP: 7/13/2016

Final Completion: 4/30/2019

Owner:

City of Tavares
201 East Main Street
Tavares, FL
Contact: Phil Clark
Telephone: (352) 742-6485
E-Mail: pclark@tavares.org

Engineer:

ARCADIS
14025 Riveredge Drive, Ste. 600
Tampa, FL 33637
Contact: Sean Chaparro
Telephone: (813) 353-5808
E-Mail: sean.chaparro@arcadis.com

Scope of Work

The project consisted of nearly 4,000 LF of storm collection pipe including of 1,250 LF of 24" RCP,1,057 LF of 30" RCP, 346 LF of 36" RCP, 239 LF of 15" RCP & 44 LF of 18" RCP, 710 LF of various sized ERCP (12"x18" to 29" x 45"), 170 LF of 24" (42" casing) & 117 LF of 30" (48" casing) jack and bores,4,536 SY of brick roadway and new concrete curb & gutter the length of the project. Installation of 600 LF of gravity system (8" to 15") and redirecting the force main from the lift station (900) LF of 8" PVC) with an excavation depth of 15'. Storm pipe out falls to the lake on one end of the downtown area and into a storm water treatment pond on the other.

An 8 acre area was cleared and grubbed the storm water treatment pond was constructed of a series of cells that were specifically designed to treat the water prior to the out fall into the lake. Specific water plants were installed, along with a series of Bee Mats, a fountain, pedestrian bridge on piles, area lighting and security cameras, multiple landscape areas, park equipment and benches. Installed 4,606 LF of concrete curb (type F, D and Misc.), 31 SY of 6" concrete sidewalks and 1,016 SY of 4" concrete sidewalks.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
689	Southwest Rd Drainage Improvements	$1,326,834	$1,351,842
☐ Water	☑ Drainage	NTP	Final Completion
☐ Sewer	☑ General Civil	5/9/2016	11/22/2016

Owner:

Seminole County
1301 East 2nd. Street
Sanford, FL 32771
Contact: Stephen Miller
Telephone: (407) 665-5654
E-Mail: smiller@seminolecounty.gov

Engineer:

Inwood Engineers
3000 Dovera Dr., #200
Oviedo, FL 32765
Contact: Steven Sommerfeldt
Telephone: (407) 971-8550
E-Mail:

Scope of Work

The Southwest Road drainage improvement project is designed to eliminate localized flooding and positive drainage to the roadway. The proposal inclused the installation of approximately 814 LF of 48" RCP, 1,585 LF of 42" RCP, 225 LF of 18" RCP, 930 LF of 43" x 68" ERCP 33 LF of 38" x 60" ERCP concete pipe with a depth of 10 feet, eleven (11) manholes and twenty (20) inlets, 1648 LF of 8" underdrain pipe, 59 LF of PVC Pipe Culvert 6" to 8".

Job #	Project Name	Project Amt	Final Contract
685	East Side Wastewater Improvements	$1,819,776	$1,915,852
☐ Water	☐ Drainage	NTP	Final Completion
☑ Sewer	☐ General Civil	7/8/2016	6/3/2017

Owner:

Town of Eatonville
307 E. Kennedy Blvd.
Eatonville, FL 32751
Contact: Katrina Gibson
Telephone: (407) 623-8905
E-Mail: kgibson@townofeatonville.org

Engineer:

CPH, Inc.
1117 East Robinson Street
Orlando, FL 32801
Contact: Scott Breitenstein
Telephone: (407) 425-0452
E-Mail: sbreitenstein@cphcorp.com

Scope of Work

Construction includes 3,500 LF of 8" gravity sanitary sewer at a depth of 14 feet, 46 LF of 48" x 76" ERCP, 65 LF of 24" RCP, 84 LF of 18" RCP and 208 LF of 15" RCP storm sewer replacement, remove and replace 87 laterals with cleanouts, force main relocations, water main relocations, roadway restoration and replacement and lift station rehabilitation. Remove and replace 16 ea sewer manholes from 9' to 14' deep. The above referenced 3,500 LF of 8" Gravity Sanitary Sewer was installed via the open cut method.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
677	Y15-779 - County Rd. 545-Avalon Rd. Culvert Replacement	$1,438,665	$1,634,165
☐ Water	☑ Drainage	NTP	Final Completion
☐ Sewer	☑ General Civil	11/30/2015	11/14/2016

Owner:

Orange County Utilities
400 E. South Street
Orlando, FL 32801
Contact: Shawn Logan
Telephone: (407) 836-5515
E-Mail: shawn.logan@ocfl.net

Engineer:

Pegasus Engineering, LLC
301 West State Rd. 343, Ste. 309
Winter Springs, FL 32708
Contact: Greg A. Teague
Telephone: (407) 992-9160
E-Mail:

Scope of Work

Removal and replacement of existing structurally deficient triple 78" CMP culverts with a prcast 9' x 5' double concrete box culverts, cast in place headwalls, installation of 1,728 SY of 7.5 to 12" Soil Cement base, 5,005 SY asphalt pavement, 363 SY of 4" concrete sidewalk, 200 SY of 6" concrete sidewalks and driveways, 270 LF of FDOT guardrail, 750 LF of corb and gutter, fencing, sod, asphalt markings and associated traffic signage.

Job #	Project Name	Project Amt	Final Contract
676	Westside Wastewater Improvements Eastside	$2,599,940	$2,733,469
☐ Water	☐ Drainage	NTP	Final Completion
☑ Sewer	☑ General Civil	11/2/2015	1/4/2017

Owner:

Town of Eatonville
307 E. Kennedy Blvd.
Eatonville, FL 32751
Contact: Katrina Gibson
Telephone: (407) 623-8905
E-Mail: kgibson@townofeastonville.org

Engineer:

CPH, Inc.
1117 East Robinson Street
Orlando, FL 32801
Contact: Scott Breitenstein
Telephone: (407) 425-0452
E-Mail: sbreitenstein@cphcorp.com

Scope of Work

Installation of 5,235 LF new 8' gravity sanitary sewer system, 10 LF of 24" x 36" ERCP, 21 LF of 12" x 18" ERCP, 30 LF of 18" RCP, 10 LF of 15" RCP, 10 LF of 12" RCP, 10 LF of 36" RCP storm water system, construction of a new lift station (duplex 21 LF deep, 8' diameter wet well) and force main to replace the existing wastewater facilities in the western service area of the town of Eatonville. Demolition of the Campus View lift station and the Katherine Avenue lift station. Restoration including removal and replacement of 13,830 SY of roadways, 10,664 LF of concrete curb, 2,973 LF of concrete sidewalk, service connection for 146 residential services. Project included the removal and replacement of 24 Manholes from 6' to 14' deep. All residential sanitary sewer laterals with cleanouts were replaced as part of the improvement (142 EA). The above referenced 5,235 of 8" gravity sanitary sewer was installed via the open cut method.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
675	Osceola Parkway 20" Force Main Extension	$1,089,535	$1,181,437

- [x] Water
- [ ] Sewer
- [ ] Drainage
- [x] General Civil

NTP	Final Completion
11/9/2015	7/5/2016

Owner:

Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, FL 34741
Contact: George Eversole
Telephone: (407) 944-5025
E-Mail: rpelham@tohowater.com

Engineer:

Boyd Environmental Engineering, Inc.
798 Executive Dr., Ste. B
Oviedo, FL 32765
Contact: Jim Boyd
Telephone: (407) 542-4919
E-Mail:

Scope of Work

Project consisted the construction of approximately 5,000 LF of 20" force-main. Originally designed as 2540 LF of open cut and 2100 LF of directional drill, fusible PVC. The project was completed with 2159 LF of open cut and 2660 LF of directional drill. Saving the owner additional restoration as well as reducing the required fittings. As part of this project several 20" and 24" fittings and gate valves were installed, ARVs were installed as well as miscellaneous restoration to include asphalt / concrete driveways and sod.

Job #	Project Name	Project Amt	Final Contract
674	CC-0194-15 Soldier Creek Reg. Nutrient Rmv. Stormwater Treatment Facility	$6,696,716	$6,693,165

- [ ] Water
- [ ] Sewer
- [x] Drainage
- [x] General Civil

NTP	Final Completion
12/25/2015	3/23/2017

Owner:

Seminole County
100 E. First Street
Sanford, FL 32771
Contact: Stephen L. Miller
Telephone: (407) 665-5654
E-Mail: smiller02@seminolecountyfl.go

Engineer:

England-Thims & Miller, Inc.
15265 E. Colonial Drive
Orlando, FL 32826
Contact: Robert Weinbender
Telephone: (407) 415-2274
E-Mail:

Scope of Work

Site work included, clearing and grubbing for new (larger) storm water retention pond access roads and misc site improvements. Seminole County building permit were required and obtained for a new treatment structure. Retrofit the existing retention pond at CR427 and Country Club Road using an Aluminum Sulfate Injection system. Redirecting Soldiers Creek via a diversion weir and intake structure to the facility through a box culvert. Installation of 300 LF of 48" RCP with MES, storm manholes and control structures. Additional RCP pipe was installed from 18" to 60" with connecting structures and MES at outfall into pond. Concrete walks, driveways and truck loading area were also installed. 720 SY of ACB mat was constructed (open/closed cell) while riprap, headwalls and 3,200 SY of stabilized access road were installed.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
669	Lake Angel Drainage Expansion	$1,899,900	$2,125,198
☐ Water	☑ Drainage	NTP	Final Completion
☐ Sewer	☑ General Civil	2/16/2015	9/30/2015

Owner:

City of Orlando
400 S. Orange Avenue
Orlando, FL 32801
Contact: Howard Elkin
Telephone: (407) 246-3751
E-Mail: howard.elkin@cityoforlando.ne

Engineer:

WBQ. Inc.
201 N. Magnolia Ave. #200
Orlando, FL 32801
Contact: Jason Vargas
Telephone: (407) 839-4300
E-Mail: jvargas@wbq.com

Scope of Work

Excavation to expand Lake Angel from 3.5 acres to 8.5 acres to support I-4 expansion. Iinstallation of three (3) nutrient Separating Baffle Boxes with capacities of 533 CUFT storage, 107 CUFT storage and 238 CUFT storage, restoration including sidewalk, curb. Construction of new drainage inlet, manholes and 107 LF of 18" RCP, 40 LF of 15" RCP 12 LF of 42" RCP and 60 LF of 49" to 60" RCP with of depth of 13 feet. Adjustment of manhole top at 26th. Street & Lee Ave. Construct ditch pavement with 300 SY of rubble rip rap from existing headwall along I-4. Modify existing drain well outfall structure with new control structures and removable stop logs.

Job #	Project Name	Project Amt	Final Contract
663	Y14-7035 Pump Station Pkg. #1 - PS #3293A, #3887, #3590, #3365 & 3309	$1,695,000	$1,695,000
☐ Water	☐ Drainage	NTP	Final Completion
☑ Sewer	☑ General Civil	2/16/2015	1/31/2016

Owner:

Orange County Utilities
9150 Curry Ford Road
Orlando, FL 32825
Contact: James Montalvo
Telephone: (407) 506-2120
E-Mail: james.montalvo@ocfl.net

Engineer:

BFA Environmental Consultants
1230 Hillcrest Street
Orlando, FL 32803
Contact: Geoff Hennessy
Telephone: (407) 896-8608
E-Mail:

Scope of Work

Improvements to five (5) duplex pump stations including replacement and installation of a new wet well, installation of wet well liners, replacement of pumps (submersible - ABS pumps), piping, valves and electrical systems. Sewer by-pass was required on all stations. All wet wells were 6' diameter (15' deep and 22' deep). Pumps are 28 HP each.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
661	#6280 GOAA Hangars 407 & 431 Fire Protection Source Water Conversion	$4,098,493	$4,060,393
☐ Water	☐ Drainage	NTP	Final Completion
☑ Sewer	☑ General Civil	6/30/2014	3/1/2016

Owner:

City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Contact: Ron Proulx
Telephone: (407) 246-2291
E-Mail: ron.proulx@cityoforlando.net

Engineer:

CDM Smith
2301 Maitland Center Parkway #300
Maintland, FL 32751
Contact: David Prah
Telephone: (407) 660-2552
E-Mail: prahdj@cdmsmith.com

Scope of Work

Construction of a prefabricated fire suppression system Booster Pump Station, approximately 5,355 LF of 16" DIP fire water main, 6,305 LF of 20" DIP potable water main. Abandoned approximately 8,350 LF of various sized existing water main.

Installed a Fire Protection Diesel Engine Driven Packaged Fire Pump System rated at 5000 GPM Prepackaged pump station was 45' L x 12' W' x 10' H.

New electrical services and controls installed also.

Job #	Project Name	Project Amt	Final Contract
659	TOHO 1 Gravity Sewer Rehab. Replacement Phase 1 & 2	$3,395,000	$3,987,755
☐ Water	☐ Drainage	NTP	Final Completion
☑ Sewer	☑ General Civil	7/28/2014	3/20/2016

Owner:

Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, FL 34741
Contact: George Eversole
Telephone: (407) 518-2377
E-Mail: geversole@tohowater.com

Engineer:

CPH Inc.
1117 E. Robinson St.
Orlando, FL 32801
Contact: Jay Morris
Telephone: (407) 420-0452
E-Mail: jmorris@cphcorp.com

Scope of Work

Installation of approximately 7,900 LF of 8",800 LF of 10" , 860 LF of 12", 350 LF of 24" (various depths 8'-20') gravity sewer pipe, 100 LF of 12" PVC force main, 4,250 LF of 8" gravity sewer main CIPP lined, 2,950 LF of 12" gravity sewer main CIPP lined and 360 LF of 24" gravity sewer main CIPP lined. Remove and replace 191 sanitary sewer laterals. Install 4,250 LF of 8" gravity, 2,950 LF 12" gravity and 650 LF 15" gravity, 360 LF 24" gravity CIPP Lining, Restore approximately 21,150 SY of asphalt. Replace approximately 4,890 LF of concrete curb, 615 SY of concrete driveway and 3,900 SY of brick roadway. Clean and coat 3 sanitary sewer manholes. Replace 26 sanitary sewer manhole less than 10 feet deep and 3 ea. Greater than 10 feet deep. The above referenced 7,900 LF of 8" gravity sewer was installed via the open cut method.

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Completed Projects within the last 5 years (partial):

Job #	Project Name	Project Amt	Final Contract
599	Y10-704 NWWRF Reclaimed Water Storage & Repump Facility	$2,017,000	$2,054,687
☑ Water	☐ Drainage	NTP	Final Completion
☐ Sewer	☑ General Civil	4/1/2010	5/25/2011

Owner:

Orange County Utilities
9150 Curry Ford Road
Orlando, FL 32825
Contact: James Montalvo
Telephone: (407) 506-2120
E-Mail: james.montalvo@ocfl.net

Engineer:

CPH Engineers, Inc.
1117 E. Robinson Street
Orlando, FL 32801
Contact: Mr. Jay Morris
Telephone: (407) 425-0452
E-Mail:

Scope of Work

Installation of a new reclaimed water storage and pumping system including new 2 MG ground storage tank, three vertical turbine distribution pumps (2- 50 HP - 750 GPM & 1-100 HP - 1500 GPM), variable frequency drive units, electrical and control building, clearing, grading, stormwater swales, approximately 3800 LF of 24" reclaimed water main.

Job #	Project Name	Project Amt	Final Contract
574	#2379 Water Conserv II Master Pump Station & Flow Equalization	$12,537,000	$13,763,395
☐ Water	☐ Drainage	NTP	Final Completion
☑ Sewer	☑ General Civil	1/5/2010	3/5/2012

Owner:

City of Orlando
400 S. Orange Avenue
Orlando, FL 32801
Contact: Steve Shelnutt
Telephone: (407) 509-5597
E-Mail: steve.shelnutt@cityoforlando.n

Engineer:

Brown & Caldwell
850 Trafalgar Court
Maitland, FL 32751
Contact: Mr. R. Scott Smith, PE
Telephone: (407) 661-9500
E-Mail:

Scope of Work

New 3-level 35' deep cast-in-place wet pit/dry raw sewage master pump station with five (five plex) 9,975 GPM (250 HP) raw sewage submersible pumps with variable frequency drives; 3.5 mg flow ground storage tanks, new precast concrete electrical bldg. (30' L x 21' W) , new master pump station influent junction box; modifications & rehabilitation of existing master pumping station systems with 54" x 24" RS Suction Header/Manifold & conversion to a transfer pumping station, modifications to the existing primary clarifiers and associated site, electrical, controls, mechanical, odor control unit with associated FRP pipe installed.

New primary treatment odor control system as well as treatment rehab.

Reference No. 1	Orange County Utilities
Address	9150 Curry Ford Rd.
City, State, ZIP	Orlando, FL, 32825
Contact Person	James Montalvo
Telephone & E-mail	407-506-2120 / james.montalvo@ocfl.net
Date(s) of Service	1994-Present
Type of Service	General Civil, Water, Sewer, Drainage
Comments:	

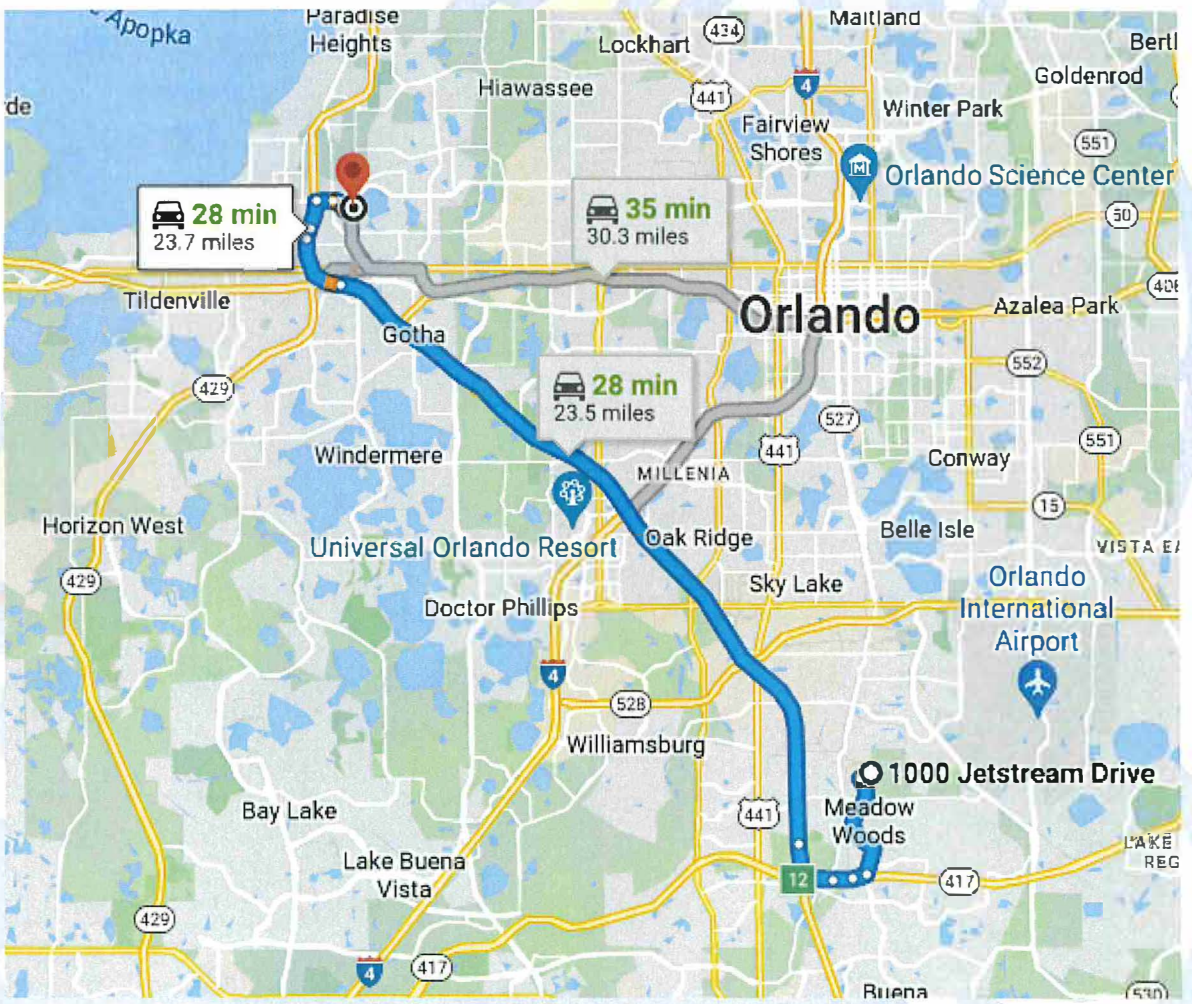
Reference No. 2	City of Tavares, FL
Address	201 E. Main Street
City, State, ZIP	Tavares, FL, 32778
Contact Person	Phil Clark
Telephone & E-mail	352-742-6485 / pclark@tavares.org
Date(s) of Service	2016-Present
Type of Service	General Civil, Water, Sewer, Drainage
Comments:	

Reference No. 3	TOHO Water Authority
Address	500 Martin Luther King Jr. Blvd.
City, State, ZIP	Kissimmee, FL, 34741
Contact Person	George Eversole
Telephone & E-mail	407-944-5025 / geversole@tohowater.com
Date(s) of Service	1994-Present
Type of Service	General Civil, Water, Sewer, Drainage
Comments:	

Prime's Location and Distance to City Hall

Prime Construction Group, Inc. is located at 1000 Jetstream Drive, Orlando, FL, 32824.

This location is approximately 23.7-30.3 miles from Ocoee City Hall at 1 North Bluford Ave, Ocoee, FL, 34761. Travel times for the routes indicated below are 28-35 minutes.



Certified Minority/Small Business Enterprise

Prime Construction Group, Inc. is committed diversity in our workforce. We are also committed to providing equal opportunity to all small, minority, women's and/or disadvantaged business enterprises. Attached is our equal opportunity workforce schedule and the following procedures are part of our pre-construction and ongoing project processes.

1. Follow all recommendations of Owner Standard MBE Program.

2. Reach out via phone and/or email immediately to all MBEs who are registered that fit the scope of the project.

3. Publish advertisements in local newspapers to contact us regarding the project. This is done early enough to ensure potential MBEs have time to respond

4. Provide access to all bid documents at no cost to MBEs

5. Have webinars and/or workshops to allow MBEs to familiarize themselves with scope opportunities.

6. Provide bid package sizes that encourage MBE participation.

7. Create flexible scope packages to ensure maximum MBE participation

8. Negotiate in good faith with all MBEs to maximize their ability to win a subcontract or purchase order.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2022

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 1-813-229-8021
M. E. Wilson Company, LLC

300 W. Platt St.
Ste 200
Tampa, FL 33606

CONTACT NAME: Cierra Lewis, CISR
PHONE (A/C, No, Ext): 813-349-2240 | FAX (A/C, No): 813-354-4807
E-MAIL ADDRESS: clewis@mewilson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: CHARTER OAK FIRE INS CO	25615
INSURER B: TRAVELERS IND CO OF AMER	25666
INSURER C: TRAVELERS PROP CAS CO OF AMER	25674
INSURER D: FCCI INS CO	10178
INSURER E: HIGHLANDS INS CO	22489
INSURER F:	

INSURED
Prime Construction Group, Inc.

1000 Jetstream Dr.

Orlando, FL 32824

COVERAGES **CERTIFICATE NUMBER:** 67307368 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			DTCO5R235711COF23	01/01/23	01/01/24	EACH OCCURRENCE	$ 1000000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2000000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2000000
	OTHER:							$
B	AUTOMOBILE LIABILITY			8105R2360372326G	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
C	X UMBRELLA LIAB / OCCUR			CUP5R2368482326	01/01/23	01/01/24	EACH OCCURRENCE	$ 5000000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5000000
	DED X RETENTION $ 10000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC01000641920 2	01/01/23	01/01/24	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N X (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 500000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500000
							E.L. DISEASE - POLICY LIMIT	$ 500000
E	Pollution Liability			7930106530002	01/01/23	01/01/24	Per Each Condition	1,000,000
							Aggregate	2,000,000

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

CERTIFICATE HOLDER

Bid Purposes c/o Prime Construction Group

1000 Jetstream Drive Orlando, FL 32824-7106

Orlando, FL 32824 USA

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

Robert B. Nostrom

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
CL001
67307368

WALDORFF
INSURANCE & BONDING

M.E. Wilson Company, LLC

February 22, 2023

RE: Prime Construction Group, Inc.
For Prequalification Purposes Only

To Whom It May Concern:

This is to advise you that M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding provides bonding for Prime Construction Group, Inc. Their Surety is Travelers Casualty and Surety Company of America, which has an A.M. Best Rating of A++ XV and is listed in the Department of the Treasury's Federal Register with an underwriting limit of $782,997,000. The home office address is One Tower Square, Hartford, CT 06183.

Prime Construction Group, Inc. is a financially strong, well-managed company and it is a pleasure to recommend them to you for your consideration. They have an excellent reputation with architects/engineers, owners, subcontractors, and suppliers and are considered to be an exceptional contractor in the area.

At this time, we would not anticipate a problem in bonding our client in the amount of $40,000,000 for a single project or $80,000,000 aggregately. The surety reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Benjamin French
Partner

Trusted Choice

1110 NORTHWEST 6th STREET
GAINESVILLE, FL 32601

PHONE 352-374-7779
FAX 850-581-4930

WWW.WALDORFFINSURANCE.COM

COGENT BANK

September 6, 2022

Re: Bank Reference Letter – Prime Construction Group

To whom it may concern,

At the request of the above-mentioned customer, this letter is to acknowledge the customer's relationship with Cogent Bank. The customer currently has funds on deposit with the bank in the low seven figures with no history of overdrafts. Additionally, the customer has a line of credit in the low seven figures. The line of credit has been handled as agreed with no history of late payments.

If you have any questions, you may reach me at my contact information below.

Regards,

Ben Lalikos
Cogent Bank
Senior Market Leader
420 S. Orange Ave, Suite 850
Orlando, FL 32801
321-233-8658 (Direct)
407-802-4464 (Fax)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Prime Construction Group, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1000 Jetstream Drive

Requester's name and address (optional)

City, state, and ZIP code
Orlando, FL 32824

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
5 9 - 3 2 1 0 3 3 7

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 2/24/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

BRACKETT, CHARLES JOSEPH III

PRIME CONSTRUCTION GROUP, INC.
1000 JETSTREAM DRIVE
ORLANDO FL 32824

LICENSE NUMBER: CGC1526668

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HAZY, WYATT HAYATO

PRIME CONSTRUCTION GROUP, INC.
1000 JETSTREAM DRIVE
ORLANDO FL 32824

LICENSE NUMBER: CUC1225568

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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.

Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR

John Gatlin
BUREAU CHIEF

Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413 3644

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT:	Wyatt Hazy 1000 Jetstream Drive Orlando FL 32824
BUSINESS ORGANIZATION:	Prime Construction Group Inc

Contractor **V** means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date:	07/01/2022
Type:	09
Class:	14
County:	Orange
License/Permit #:	FPC19-000066
Expiration Date:	06/30/2024

Jimmy Patronis
Chief Financial Officer

State of Florida
Department of State

I certify from the records of this office that PRIME CONSTRUCTION GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on November 8, 1993, effective January 1, 1994.

The document number of this corporation is P93000078767.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 24, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of January, 2023

Secretary of State

Tracking Number: 1884831295CC

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

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

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 11, 2022

PRIME CONSTRUCTION GROUP, INC.
1000 JETSTREAM DRIVE
ORLANDO, FLORIDA 32824

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, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, WASTEWATER, UNDERGROUND UTILITIES, STORM WATER PUMP SYSTEMS, RIP RAP AND CONCRETE RUBBLE

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

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://fdotwp1.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 AA

for Alan Autry, Manager
Contracts Administration Office

AA:cg

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.**

2022 **EXPIRES 9/30/2023** 5000-0973671

5000 BUSINESS OFFICE $50.00 70 EMPLOYEES

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

TOTAL TAX $50.00
PREVIOUSLY PAID $50.00
TOTAL DUE $0.00

BRACKETT CHARLES J III

PRIME CONSTRUCTION GROUP INC
BRACKETT CHARLES J III
1000 JETSTREAM DR
ORLANDO FL 32824-7106

1000 JETSTREAM DR
U - ORLANDO, 32824

PAID: $50.00 0099-01055927 7/18/2022

This receipt is official when validated by the Tax Collector.

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.**

2022 **EXPIRES 9/30/2023** 1801-0962093

1801 CERT GENERAL CONTRA $30.00 1 EMPLOYEE

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

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

BRACKETT CHARLES JOSEPH III

PRIME CONSTRUCTION GROUP INC
BRACKETT CHARLES JOSEPH III
1000 JETSTREAM DR
ORLANDO FL 32824-7106

1000 JETSTREAM DR
U - ORLANDO, 32824

PAID: $30.00 0099-01055926 7/18/2022

This receipt is official when validated by the Tax Collector.

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.**

2022 **EXPIRES 9/30/2023** 1814-0962665

1814 CERT UNDERGROUND UTI $30.00 1 EMPLOYEE

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

TOTAL TAX $30.00
REGULATED WASTE $50.00
PREVIOUSLY PAID $80.00
TOTAL DUE $0.00

HAZY WYATT HAYATO

PRIME CONSTRUCTION GROUP INC
HAZY WYATT HAYATO
1000 JETSTREAM DR
ORLANDO FL 32824-7106

1000 JETSTREAM DR
U - ORLANDO, 32824

PAID: $80.00 0099-01055928 7/18/2022

Certification # 993438

Expires 1/1/2024

CERC Certified Environmentally Responsible Contractor

Certified Contractor	**Prime Construction Group**		
Insurance Carrier	Homeland Insurance Company of New York		
Policy #	793-01-06-53-0002	Policy Period	1/1/2023 - 1/1/2024

The potential risk of a pollution event is inherent in all construction work. Such an event can cause significant financial loss for project owners and other contractors at the site and can even impact the community and environment. Some contractors actively manage this risk, while others do not. Environmental Risk Professionals, LLC hereby certifies that the above referenced contractor has distributed protocols to avoid pollution incidents on job sites and has purchased a comprehensive pollution liability insurance policy to provide financial responsibility should an accident arise.

Training – The above referenced contractor has distributed "Pollution Prevention Practices" designed to mitigate common environmental risks associated with their contracting operations. Examples of these written protocols may include, but are not limited to, the following activities:

- Chemical Storage
- Solid and Hazardous Waste Management
- General Housekeeping
- Mold Identification and Abatement
- Responding to Spills
- Fugitive Dust Control
- Stormwater Pollution Prevention
- Personal Protective Equipment
- Deterring Illicit Abandonment
- Asbestos and Lead Based Paint

Insurance– Even when Pollution Prevention Practices are followed, accidents still happen. Property owners bear the ultimate responsibility for a pollution problem at their site, even if caused by a contractor working on their behalf. A contractor needs to purchase a true pollution liability policy in order to properly protect the entities for whom they perform operations. Environmental Risk Professionals, LLC has reviewed the above referenced pollution liability policy and hereby confirms that it provides the following important financial responsibility provisions:

1. A policy limit of at least $1,000,000
2. Coverage is primary and non-contributory, with the certificate holders included as Additional Insureds and carrier rights to subrogation waived in their favor
3. On-site and off-site remediation expense for pollution conditions arising from contracting operations
4. No mold exclusion on policy
5. A pollution event includes damage to natural resources
6. Coverage for transportation and disposal of pollutants
7. No limitation to sudden and accidental pollution release only

ENVIRONMENTAL RISK PROFESSIONALS

Signed Environmental Risk Professionals, LLC

This certificate was issued on 1/3/2023 and serves as a matter of information only. The Certificate is only valid through the current policy period with an active policy. This certificate confers no rights upon the certificate holder and does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy listed above. This certificate does not constitute a contract between the issuing insurer and the certificate holder.

visit c-e-r-c.com to learn more

RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

Prime Construction Group, Inc.

Firm Name

Signature

Charles J. Brackett III, President/CEO

Name and Title (Print or Type)

2/27/2023

Date

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Respondent: Prime Construction Group, Inc.

Signed: _____

By: Charles J. Brackett III
(Print or Type Name)

Title: President/CEO

Date: 2/27/2023

COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-004

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

Prime Construction Group, Inc.
COMPANY NAME

407-856-8180
TELEPHONE (INCLUDE AREA CODE)

407-856-8182
FAX (INCLUDE AREA CODE)

cbrackett@primeconstructiongroup.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

Charles J. Brackett III, President/CEO
NAME/TITLE (PLEASE PRINT)

1000 Jetstream Drive
STREET ADDRESS

Orlando FL 32824
CITY STATE ZIP

FEDERAL ID # 59-3210337

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

_____

_____

____ Individual X Corporation ____ Partnership ____ Other (Specify)_____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 27th day of February, 20 23.

ZACHARY DAVID FIELDS
Notary Public - State of Florida
Commission # HH 130374
My Comm. Expires May 16, 2025
Bonded through National Notary Assn.

Personally Known x or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of Florida
County of Orange

Signature of Notary Public

Zachary Fields, Notary Public
Printed, typed or stamped
Commissioned name of Notary Public

SUMMARY OF LITIGATION

Summary of Litigation: State "None" if no litigation. Provide a summary of any litigation claim(s), bid or contract dispute(s) filed by or against the CMR firm in the past five (5) years which is related to the services that the CMR firm 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, in accordance with the guidelines below:

Claims/Litigations

1. Within the past 5 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes_____ No__x_____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
Amount at issue: __N/A_____
Name (s) of the attorneys representing all parties:

_____

Amount actually recovered, if any: __N/A_____
Name(s) of the project owner(s)/manager(s) to include address and phone number:

_____

2. List all pending litigation and or arbitration.
None

3. List and explain all litigation and arbitration within the past five (5) years - pending, resolved, dismissed, etc.
N/A

4. Within the past 5 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
None

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes_____ No__x_____ If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _x____ No_____ If no, please explain why?

7. List the status of all pending claims currently filed against your company:
None

8. In the last ten (10) years, has the CMR Firm/Team ever been in bankruptcy or receivership?
Yes_____ No__x____

If yes, please explain in detail:

9. In the last five (5) years, has OSHA cited and assessed penalties against the CMR Firm/Team for violations of its safety or health regulations? Yes_____ No__x____

If yes, please explain in detail:

10. Has the Environmental Protection Agency or any Florida Water Management District cited and assessed penalties against the CMR Firm/Team or the owner of a project during the time in which the parties were performing on a contract? Yes_____ No_x_____

If yes, please explain in detail:

11. Has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the CMR Firm/Team due to non-payment or contractor losses? Yes_____ No__x____

If yes, please explain in detail:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes_____ No___x___

If yes, please explain in detail:

ocoee florida

OELRICH CONSTRUCTION INC.

RFQ # 23-004, CM AT-RISK FOR

Floral Street Water, Sewer, and Road Reconstruction

FEBRUARY 28, 2023

OELRICH CONSTRUCTION, INC.
428 S. Dillard St. Suite 103 I Winter Garden, FL 34787
Phone: 352.745.7877 *Fax:* 352.745.7878
www.oelrichconstruction.com

RFQ # 23-004, CM AT-RISK FOR

Floral Street Water, Sewer, and Road Reconstruction

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OELRICH CONSTRUCTION INC.

February 28, 2023

Shannon Hopper, Purchasing Technician
City of Ocoee Finance Department
150 N. Lakeshore Drive, Ocoee, FL 34761
Phone: (407) 905-3100 x 1513
shopper@ci.ocoee.fl.us

Re: RFQ #23-004 Construction Manager at Risk for Floral Street Water, Sewer, And Road Reconstruction.

Dear Shannon Hopper and Selection Committee Members:

As the City of Ocoee grows, so must its improvements to its infrastructure. Floral Street is an important roadway, providing access for residential areas and businesses, all of which have seen exponential growth in recent years. When selecting a Construction Manager for such a project, it will be essential that the firm chosen be familiar with the surrounding area and all involved entities. It will also be important that the chosen firm have the capability to perform roadway improvements with the delicacy required near residential & commercial areas without causing undue interruptions to daily life and activities.

We understand that the scope of work for the RFQ#23-004 project involves upgrading the current water & sewer infrastructure as well as improving this area's capability for stormwater management . This project will alleviate current issues as well as greatly improve its capability to facilitate the city's growth as anticipated in Ocoee's Downtown Master Plan. Oelrich Construction has the vision and technical expertise required to construct infrastructure enhancements of this caliber. Why partner with us?

1. Our Emphasis on Safety, Communication, and Maintenance of Business

We understand that Floral Street is a busy road linking many residents and businesses to other areas in downtown Ocoee. It is vital that this roadway not be shut down to mitigate interruptions to daily traffic flow. Our team is committed to keeping this roadway open throughout construction. During preconstruction, our team will develop a sequenced roadway construction phasing plan that allows us to keep lanes open at all times. With popular schools, churches, businesses, and homes located along the corridor, it will be critical to develop a strong wayfinding strategy that ensures safety and maintains accessibility for all stakeholders. Your project team, Ethan Newport and Cozart Lawrence, both carry FDOT Advanced Maintenance of Traffic (M.O.T.) certifications which give them the authority to make safe temporary traffic control decisions. We will set up highly-visible detours at the appropriate distance to ensure safe passage. Our team will go door-to-door to keep all stakeholders informed about construction progression.

Gainesville Office:
275 NW 137th Drive, Suite A
Jonesville, FL 32669

Orlando Office:
428 S. Dillard St., Suite 103
Winter Garden, FL 34787

oelrichconstruction.com

tel: 352-745-7877
CGC1510579

OELRICH
CONSTRUCTION
INC.

2. Our Experience on Similar Roadway Projects in the Region

Our proposed team for this project includes the same team members that the City of Ocoee has worked with over on the $9.8 million Bluford Avenue project. Bluford Avenue is the backbone of the City of Ocoee's $45 million Downtown Master Plan. This major infrastructure project required the consolidation and upgrade of 3,000 linear feet of water main, a new gravity sewer system, 3,000 linear feet of new 16" force main, reconstruction of 3,000 linear feet of roadway and asphalt pavement, storm drainage, concrete curbs, brick pavers, sidewalks, landscaping, and LED Street lighting. Our team faithfully championed the city's interests throughout the project and worked around the clock to keep the project on track throughout hurricanes, design changes, and school openings. We always provided customer access through temporary driveways or alternative access points and adapted our schedule to meet their needs. For instance, we got roadwork done around the local flower shop in time for Valentine's Day and provided access to the Downtown tax preparer prior to tax season. Our team would bring this same work ethic and customer service attitude to the RFQ#23-004 project.

3. Our Ability to Overcome Field Challenges

Roadway projects can have a tremendous impact on the daily lives of community members, which often makes them the focus of intense scrutiny from citizens and elected officials. From utility undergrounding to road resurfacing and pedestrian overpass construction, our team has talented professionals experienced at delivering highly-visible public works projects. Our ability to overcome initial budgetary challenges of the Fullers Cross & Apopka Road Intersection, and rework exisiting utility infrastructure speak to our capabilities to navigate challenging conditions.

Oelrich Construction has more than 18 years of experience delivering challenging construction management projects. Our Winter Garden office is located 3 miles away from Ocoee City Hall... guaranteeing a swift response to any project needs. You can trust our team to offer value engineering solutions that fit your budget; proactively coordinate the design team and field operations; manage a safe, well-organized job site; and deliver a high-quality final product.

It would be an honor to work with the City of Ocoee to deliver another successful roadway infrastructure enhancement.

Thank you for your time and consideration of our qualifications.

Ivan Oelrich, President
Oelrich Construction, Inc.
ivan@oelrichconstruction.com
352-745-7877

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275 NW 137th Drive, Suite A
Jonesville, FL 32669

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tel: 352-745-7877
CGC1510579

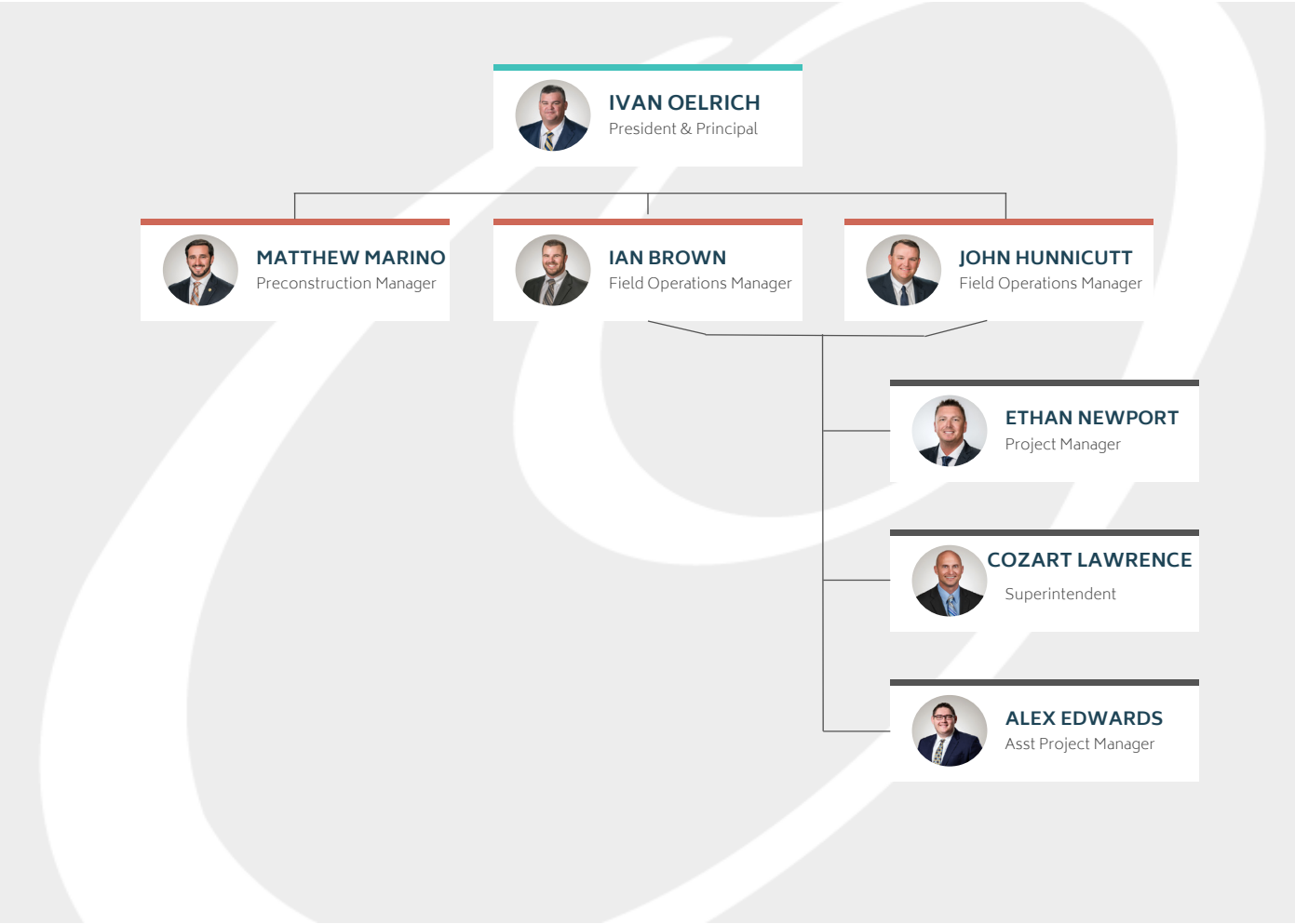
OELRICH CONSTRUCTION, INC. COMPANY HISTORY

Since our establishment in 2004 by our comapany president, Ivan Oelrich, OCI has completed hundreds of major municipal construction projects across the North Central & Central Florida regions. We are proudly veteran-owned and operated and specialize in helping cities, counties, and townships in our areas of service integrate new development ideas and enact individual "master plans" to facilitate Florida's booming growth in recent years.

In our 18 years of operation as a construction managment firm, we have overseen the successful completion of municpal projects of every kind. From the expansion and improvements to Bluford Avenue & Fullers Crossing in Ocoee, Fl, to the South Main Street expansion in Gainesville, Fl, our experience is diverse and understanding of the unique to needs of each municipality which we have served.

We would serve the City of Ocoee through our Orlando-area Winter Garden office. Oelrich Construction is ultimately responsible for maintaining your project's overall pace and cost. Effective construction management is all about logistics and relationships. Overseeing as many as 30 separate subcontractors, plus architect/engineering partners in addition to coordinating with municipalities and regulatory agencies requires a consistent, organized approach. Our proven success with these project types promises the City of Ocoee an excellent experience during this next phase of your downtown improvement Master Plan.

OELRICH CONSTRUCTION, INC. ORGANIZATIONAL CHART



PROPOSED CMAR TEAM: FLORAL STREET RECONSTRUCTION

IVAN OELRICH
EXECUTIVE MANAGER
- Executive management, vision & direction
- Quality control/ assurance
- Client support

MATTHEW MARINO
PRECONSTRUCTION MGR
- Preconstruction management
- Cost control & VE strategy
- Milestone schedule development
- Contract review

JOHN HUNNICUTT
OPERATIONS MANAGER
- Value engineering analysis
- Construction Document review
- Cost control

IAN BROWN
FIELD OPERATIONS MANAGER
- Safety Training
- Site Protocol Management
- Quality Control
- Schedule Oversight

ETHAN NEWPORT
PROJECT MANAGER
- Primary contact from design to post-occupancy
- Biweekly project meetings
- Schedule Oversight
- Phasing Strategy

COZART LAWRENCE
SUPERINTENDENT
- Site logistics and preparation
- Safety education
- Quality control
- Subcontract management

ALEX EDWARDS
ASST PROJECT MANAGER
- Support site logistics
- Quality Control
- Materials ordering/ submittals
- Communication support
- Field Supervisory support

IVAN OELRICH

President & Principal | 23 Years of Experience

Role/Background

Military veteran Ivan Oelrich is the founding member of the Oelrich Construction team. With more than 23 years of construction leadership expertise, Ivan has boots-on-the-ground experience supervising multi million dollar capital projects. His military background influences his approach to business management, team building, quality assurance, safety, and project operations. As the President/Principal, Ivan provides executive direction for all corporate project management and field capabilities, guaranteeing that all processes move efficiently, consistently achieve high quality standards, and surpass client expectations.

Education

Colorado State University
Bachelor of Science in Construction Management

Military

+ U.S. Army Infantry, Schofield Barracks, HI
+ Operation Restore Democracy Port-Au-Prince, Haiti

Certifications

+ Certified FL General Contractor, CGC1510579
+ ASHE Health Care Construction Certification
+ OSHA 30-Hour Certification
+ First Aid/CPR Certification

Community Service

+ Builders Association of North Central Florida, Past President
+ Citizens State Bank, Board Member
+ Boys & Girls Club of Alachua County, Board Member
+ Business Community Coalition, Board Member
+ Greater Gainesville Chamber of Commerce Board Member

Relevant Projects

South Main St Reconstruction | $7 million | Gainesville CRA
Executive Manager | June 2019
The South Main Street Reconstruction project included undergrounding utilities between Depot Avenue and South 16th Avenue in Downtown Gainesville. The connectivity and accessibility improvements include reconstruction of 3,200 linear feet of right-of-way features such as pavement, lighting, drainage, sidewalks, utilities, furnishings, hardscape, and landscape.

Annual Pavement Preservation | $1.8 million | City of Gainesville
Executive Manager | September 2017
Oelrich Construction provided iterative cost estimates and overall project management for roadway milling, repaving, cap sealing, and microsurfacing. Our team addressed numerous roadway concerns including: asphalt grading, stormwater modifications, insufficient limerock base compaction, cracked sidewalks, broken curbs, tree root damage, and vehicular wear and tear.

13th Street Helyx Overpass & Plaza | $2.3 million | Gainesville CRA
Executive Manager | October 2012
Oelrich Construction constructed a functional, iconic gateway for the College Park/ University Heights district. This multi-modal transportation project required utility coordination, advanced maintenance of traffic, specialty stormwater collection, retaining walls, and landscaping. Notable sustainability features included recycling 30 tons of steel, installing long-life LED lighting, and incorporating a tiered rain garden. This innovative project won national and state American Public Works Association awards for projects <$5 million.

Ben Hill Griffin Stadium Sky Box Expansion | $75 million | UAA
Superintendent | September 2001
Scope of work for this major collegiate football stadium expansion included adding 60 private and corporate sky boxes, concession facilities, a catering kitchen and support space. Television and print media facilities were renovated to add 200 seats and six radio and television booths. The project included a new elevator and escalator tower, expansion of a public plaza, and the relocation of underground utilities.

MATTHEW MARINO

Preconstruction Mgr. | 19 Years of Experience

Role/Background

As Preconstruction Manager, Matthew Marino supervises cost estimating, milestone schedule development, subcontractor bid package/scope strategy, and project estimating. With nearly two decades of experience supervising complex construction projects as a seasoned field superintendent, Matthew's practical insight will align client needs within budget, schedule, and constructability constraints. As Oelrich Construction's Safety Coordinator, he also supervises jobsite safety across Gainesville and Orlando. While everyone on our management team is charged with enforcing jobsite safety, Matthew is the eyes and ears onsite to ensure safety is the number one priority.

Education

University of Florida
Bachelor of Science in Business Administration

Certifications

- OSHA 30-Hour Certification
- First Aid/CPR Certification
- FDOT Maintenance of Traffic Adv. Certification
- Heavy Equipment Operator Powder Actuated Tool Certification
- Infection Control Risk Assessment
- Stormwater Certification
- HAZWOPER 40-Hour Certification
- Frame, Tube & Coupler, and System Scaffolding Certification
- First Aid Mental Health Training

Community Service

- Builders Association of North Central Florida –Past President
- Rotary Club of Gainesville – Member
- SFC Master Trades Advisory Board
- Williston Central Christian Academy – President of the Board

Relevant Projects

NW 16th Terrace Resurfacing I $505,823 I City of Gainesville
Preconstruction Manager I April 2019
Supervise estimating and preconstruction services for a 0.5 mile road job. Scope involves milling approximately 2" of existing asphalt, resurfacing, and FDOT compliance upgrades for signing/markings.

New Animal Shelter I $7 million I Lake County
Preconstruction Manager I February 2019
Supervise preconstruction strategy and cost estimates for a 31,000 sf municipal animal shelter in Tavares. The building will feature an education room, a surgery room, cat and dog isolation areas, and adoption areas.

Downtown Bo Diddley Plaza I $1.86 million I Gainesville CRA
Senior Superintendent I March 2016
Improvements including a new café space, airport style restrooms, a water wall with 250 LED light combinations, a welcoming informational kiosk, and a green room for enhanced performances.

New City Hall Design-Build I $2.5 million I City of Williston
Senior Superintendent I October 2018
This Downtown Williston project involved the ground-up construction of a new 12,000 square foot city hall. Oelrich Construction worked closely with the Owner to deliver a high-value new facility with local elements.

NW 8th Avenue Reconstruction I $5.2 million I City of Gainesville
Senior Superintendent I November 2016
The reconstruction of NW 8th Avenue involved extensive wetlands restoration and sediment control within Hogtown Creek. Four new 24-inch RCP culvert crossings with a new stormwater structure were set and modified to tie into existing stormwater pipes. The project included stabilization and creek repair by using new steel sheet piling and concrete to stabilize the creek bank and bottom around the roadway culvert.

JOHN HUNNICUTT

Operations Manager | 10 Years of Experience

Role/Background

Having started at Oelrich Construction as a field superintendent, John has hands-on experience working in congested environments, coordinating with regulatory agencies, and overcoming unforeseen conditions. As Operations Director his key duties will involve providing leadership and insight for OCI's construction management teams, ensure smooth team transtions between project phases (preconstruction, construction, and postconstruction). Ultimately John's mission is to ensure the success of the project on behalf of the client from the first meeting, to final walk through, and beyond.

Education

University of Florida
Bachelor of Science in Construction Management

Certifications

+ FDOT TTC
+ OSHA 30-Hour Certification
+ CPR Certification

Community Service

+ Associated Builders & Contractors Future Leaders Program
+ Builders Association of North Central Florida, Member

Relevant Projects

New Animal Shelter I $7 million I Lake County
Operations Manager I January 2019
Prepare estimates and value engineering recommendations for a 31,000 sf municipal animal shelter in Tavares. The shelter was designed to provide additional capacity for animals since Lake County's 2017 designation as a no-kill facility.

UF Broward Hall I $8 million I UF
Project Manager I July 2020
Oelrich Construction has renovated each wing of Broward Residence Hall in the past few years. Each project was completed as a fast-track project over the summer so as not to disrupt students and staff. Projects included renovated restrooms, student rooms, lounges, and resident apartments.

UF Veterinary Medicine Surgical Renovation I $2 million I UF
Operations Manager I January 2023
Renovation and expansion of an active use veterinary facility on UF's campus. This project was fast-tracked and completed in a busy campus setting with limited lay-down area.

UF Radio Road Roundabout I $5.2 million I UF
Project Manager I September 2020
Located near several athletic hubs as well as the Harn Museum on UF's campus, this major road expansion and renovation alleviated issues caused by frequent flooding of Lake Alice. Scope included expanded allowances for pedestrian and vehicular traffic.

STT Lab Buildout I $7 million I UF Thermo Fisher Scientific
Operations Manager I May 2022
Scope of project included the renovation and expansion of a lab research facility. This project included a major overhaul of the HVAC system and required temporary HVAC equipment installation to contend with supply chain issues.

IAN BROWN

Field Operations Manager | 5 Years of Experience

Role/Background

Beginning his career in education, Ian has leveraged skills developed as a teacher, coach, and athletic director assistant to strengthen the development of his skills with facilities construction and renovation projects. A confident and clear communicator, Ian excels at unifying teams. As the Field Operations Manager, Ian will be responsible for supporting the needs of the field team, ensuring on-site project needs are addressed. Oelrich Construction's Safety Director, Ian is also responsible for overseeing the team's focus on safety, driving and supporting OSHA, The City of Ocoee, and Oelrich Construction safety guidelines.

Education

University of Florida
Bachelor of Science in Building Construction

Certifications

+ OSHA 30-Hour Certification
+ FDOT TTC
+ LEED Accredited Professional
+ First Aid/CPR Certification

Community Service

+ Associated Builders and Contractors (ABC) of Central Florida, Member
+ Builders Association of North Central Florida, Member

Relevant Projects

UF Vet Med Surgical Expansion I $258,000 I UF
Field Operations Manager I February 2023
Renovation and expansion of an active use veterinary facility on UF's campus. This project was fast-tracked and completed in a busy campus setting with limited lay-down area.

UF Small Animal Care & Dentistry ExpansionI $9.8 million I UF
Field Operations Manager I January 2019
This project included the renovation and addition to an active use veterinary facility. This project was fast tracked to accomodate semester occupancy, and daily construction was scheduled to proceed without interruption to lecture & research hours.

STT Lab Buildout I $7 million I Thermo Fisher Scientific
Field Operations Manager I May 2022
Scope of project included the renovation and expansion of a lab research facility. This project included a major overhaul of the HVAC system and required temporary HVAC equipment installation to contend with supply chain issues.

City of Williston Arcade & Main St Enhancements I $740,000 I City of Williston
Field Operations Manager I January 2023
Part of the City of Williston's Downtown Revitilization efforts, the project included the conversion of a historic building into a public park as well as the renovation of an arcade leading from Main St. to the Firemen's Park recreational area.

UF Veterinary Anatomy Lab Addition I $2 million I UF
Field Operations Manager I 2012 - 2015
Scope of this project required that a 4 story addition be built above a completed building. This project required careful safety coordination for the protection of students and staff.

ETHAN NEWPORT

Project Manager | 14 Years of Experience

Role/Background

Ethan Newport has 14 years of leadership in the building construction industry. He owned his own residential remodeling business before transitioning to commercial construction. His experience working in the trenches as a self-employed trade contractor has paved his management style, technical understanding, and field operations approach. As Project Manager, Ethan ensures that all major projects are delivered on time, on budget, and to the finest quality standards. He supervises all building trades, manages logistics, communicates relevant project information to trades, and records jobsite activities.

Education

Santa Fe College
Building Construction

Certifications

+ OSHA 30-Hour Certification
+ Heavy Equipment Operator – Class 5 Certification
+ First Aid/CPR Certification
+ Powder-Actuated Tool Certified
+ Forklift Operator II
+ OSHA-designated Scaffolding Inspector

Community Service

+ Builders Association of North Central Florida, Member
+ Rebuilding Together North Central Florida, Volunteer Associated
+ Builders and Contractors (ABC) of Central Florida, Member

Relevant Projects

Ocoee Fullers Crossing I $2.8 million I Ocoee, Fl
Senior Superintendent I July 2021
Part of the City of Ocoee Master Plan, this major intersection was updated to facilitate increased traffic. Scope of project included added turn lanes, improved traffic lights, and expanded pedestrian walkways.

Bluford Avenue Phase I & II Reconstruction I $9.8 million I City of Ocoee
Senior Superintendent I October 2018
Scope of work for the Bluford Avenue improvements includes 3,000 linear feet of water main upgrades, new gravity sewer system and approximately 3,000 linear feet of a new 16" force main.

South Main Street Reconstruction I $7 million I Gainesville CRA
Senior Superintendent I December 2017
The connectivity and accessibility improvements include reconstruction of 3,200 linear feet of right-of-way features such as pavement, lighting, drainage, sidewalks, utilities, furnishings, hardscape, and landscape.

Cade Museum for Creativity and Invention I $8.3 million I Cade Foundation
Senior Superintendent I October 2017
Oelrich Construction overcame a high-water table, coal tar and arsenic contaminated soils, and contaminated groundwater when installing the 25,474 sf museum's massive concrete foundations.

Dr. Phillips Ballfields I $4.5 million I Orange County
Senior Superintendent I May 2023
This 16 acre athletic complex is a long sought after project by the Dr. Phillips Foundation, Orange County Public Schools, and the Orange County Board of County Commissioners. The project includes 4 new ballfields, concession facility, recreational areas, and expanded parking.

COZART LAWRENCE

Superintendent | 7 Years of Experience

Role/Background

Cozart Lawrence has ten years of experience performing residential and institutional construction. Prior to working for Oelrich Construction, he served Central Florida as a Fire Fighter and Paramedic for 9 years. Cozart's experiences rescuing fire victims and providing stabilizing medical care in crisis situations informs his proactive leadership style. Cozart is punctual, methodical, and effective under pressure. As Superintendent for this project, he will support the project manager and guide the field superintendent. His responsibilities include supervising field safety protocol, reviewing shop drawings, processing RFI's, compiling monthly O/A/E meeting minutes, and coordinating

Education

Orlando Medical Institute
Paramedic: Emergency Medicine

Seminole Community College
Emergency Medical Technician
Fire Science

Certifications

+ First Aid/CPR Certification
+ Infection Control Risk Assessment Certification
+ FDOT Temporary Traffic Control Adv. Certification
+ OSHA 30-Hour Certification

Community Service

+ International Association of Fire Fighters (IAFF), Member
+ Associated Builders and Contractors (ABC) of Central Florida, Member
+ Builders Association of North Central Florida, Member

Relevant Projects

South Lake Regional Park | $2.8 million | Lake County
Superintendent | April 2021
Oelrich Construction is actively working on the 141-acre South Lake Regional Park project, which requires heavy civil earthwork. Future amenities will include multipurpose fields, baseball, softball, and little league fields; cricket fields; playground area; dog park; pavilions; path system and trailhead; exercise stations; etc.

Bluford Avenue Phase I & II Reconstruction | $9.8 million | City of Ocoee
Assistant Superintendent | October 2018
The intent of the Bluford Avenue streetscape project is to develop enhanced stormwater/utility capacity with a boulevard appearance, that will support Downtown Ocoee's economic growth and future high density development. Scope of work for the Bluford Avenue improvements includes 3,000 linear feet of water main upgrades, new gravity sewer system and approximately 3,000 linear feet of a new 16" force main.

Valencia EC Building 1B Remodel | $1.39 million | Valencia College
Superintendent | August 2018
Oelrich Construction completed an interior renovation totaling approximately 13,000 SF. Located in the busy Valencia East Campus, the second and part of the third floor were closed for the spring and summer semesters and re-opened in time for the fall. The scope included new classrooms, offices, equipment rooms & the new UCF Valencia East Center.

Orange County Multicultural Center | $4.9 million| Orange County
Superintendent | May 2023
Scope of project includes converting a former grocery store into a community outreach facility equipped to house classes, administration offices, and other community programs.

ALEX EDWARDS

Assistant Project Manager | 2 Years of Experience

Role/Background

With a background in Bussiness Development & Administration, Alex brings a long term vision to his role at OCI & his Assistant Project Manager role. Assistant Project Manager, Alex will review and enact project plans, oversee QA/QC implementation, coordinate with project subcontractors, and produce documentation throughout the duration of construction. His responsibilities also include resource coordination and providing feedback to project managers and supervisors, and is responsible for monthly financial projections for all assigned projects. He also provides analysis of all subcontractor submittals and is responsible for all subcontractor and general contractor monthly billings to the selected client.

Education

Florida International Univeristy
B.S International Relations

Certifications

+ First Aid/CPR Certification
+ Certified Associate in Project Management

Community Service

+ Associated Builders and Contractors (ABC) of Central Florida – Member
+ Builders Association of North Central Florida – Member

Relevant Projects

BSL-3 Lab HVAC & Controls Renovation I $1.5 million IFL Dept. of Agriculture & Consumer Services
Assistant Project Manager I January 2023
This renovation included major repairs to the exisiting roof, installation of new HVAC equipment. Construction took place within an active use lab and research facility so material containment practices and site safety protocol were of the upmost importance

Dr. Phillips Ballfields I $4.5 million I Orange County
Assistant Project Manager I May 2023
This 16 acre athletic complex is a long sought after project by the Dr. Phillips Foundation, Orange County Public Schools, and the Orange County Board of County Commissioners. The project includes 4 new ballfields, concession facility, recreational areas, and expanded parking.

Orange County Multicultural Center I $4.9 millionI Orange County
Assistant Project Manager I May 2023
Scope of project includes converting a former grocery store into a community outreach facility equipped to house classes, administration offices, and other community programs.

State of Florida
Department of State

I certify from the records of this office that OELRICH CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 2004.

The document number of this corporation is P04000144764.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 26, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of February, 2023

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 2660954856CU

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

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

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State of Florida

Veteran Business Certification

Oelrich Construction, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/22/2021 to 01/22/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

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

OELRICH, IVAN ALEXANDER

OELRICH CONSTRUCTION INC
275 137TH DRIVE
SUITE A
NEW BERRY FL 32669

LICENSE NUMBER: CGC1510579
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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.

FDOT

This Certifies that
Cozart C. Lawrence

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 06/14/2023 **Certificate #** 52606
Instructor: Jack Luckhardt **FDOT Provider #** 110

Safety Links
Phone: 800-768-7036
1855 W State Rd 434 Ste. 283
Longwood, FL 32750
www.safetylinks.net
ghansen@safetylinks.net

Safety Links
An ISA company

FDOT

This Certifies that
ETHAN NEWPORT

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 01/26/2025 **Certificate #** 70160
Instructor: Jasper Masciocchi **FDOT Provider #** 36

T2 Centers University of Florida
Phone: 352-273-1670
2100 NE Waldo Road
Gainesville, FL 32609
techtransfer.ce.ufl.edu
j.masciocchi@ufl.edu

UF University of Florida Transportation Institute
Florida Transportation Technology Transfer (T2) Center
UNIVERSITY of FLORIDA

QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR

The undersigned hereby acknowledges that
Matthew Marino
has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program
May 10, 2016
Hal Lunsford — *Inspector Number 35001* — Kevin Coyne

ABC Associated Builders and Contractors, Inc.

STEP DIAMOND Award

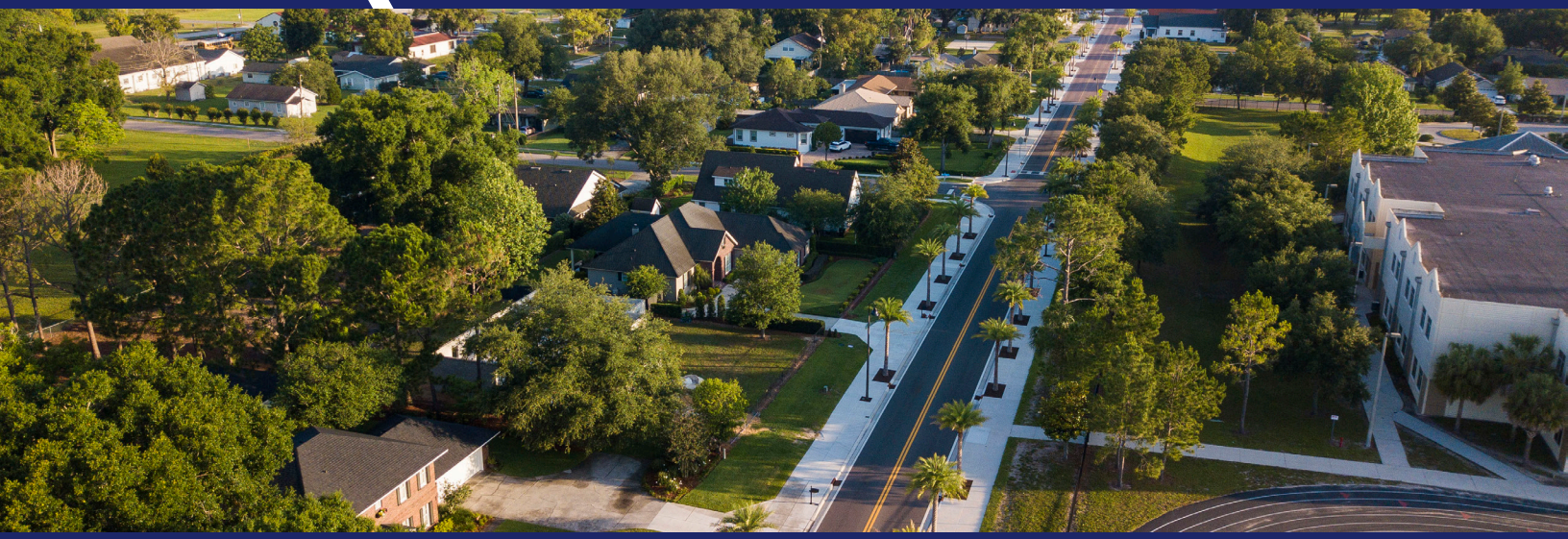
hereby presents the
Safety Training Evaluation Process
STEP Award
Oelrich Construction, Inc.
in recognition of the company's **Diamond Level** of achievement and its ongoing efforts in the development of a quality safety program for 2019

Tony Rader
ABC National Chairman

Michael Bellaman
ABC National President and CEO

TRAINING & EDUCATION

Our team strives to give our personnel the tools they need to be successful. We back up that commitment with a professional development program that regularly invests in continuing education programs for our staff members. Our members regularly attend workshops/lunches held by associations such as the Builders Association of North Central Florida, Associated Builders and Contractors of Central Florida, and the American Public Works Association. Our training is used by personnel in the field each and every day. Our superintendents impart this knowledge to the tradesmen and laborers working on every job site. Staff host site-specific safety meetings where they review common injury causes such as falls, improper hand tool operation and more. Workers are contractually obligated to wear proper personal protective equipment (PPE) such as hardhats, steel-toed boots, safety glasses, gloves, etc.



BLUFORD AVENUE RECONSTRUCTION

LOCATION
Ocoee, FL

SERVICES PROVIDED
CM At-Risk

SUBSTANTIAL COMPLETION
November 2018

SIZE OF PROJECT
3,000 linear feet

FINAL CONTRACT VALUE
$8.97 million

CLIENT
City of Ocoee Public Works
Steve Krug
301 Maguire Rd
Ocoee, FL 34761
Phone: (407) 905-3170
skrug@ci.ocoee.fl.us

SCOPE OF WORK

The intent of the Bluford Avenue Reconstruction project was to develop enhanced stormwater/utility capacity with a boulevard appearance, that will support Downtown Ocoee's economic growth and future high density development. Scope of work was composed of two primary components: Sewer and Western Transmission Main consolidation and the Stormwater-Streetscape improvements. Deliverables included 3,000 linear feet of water main upgrades, new gravity sewer system and approximately 3,000 linear feet of new 16" force main. Other elements included: storm drainage, concrete curbs, asphalt pavement, brick pavers, sidewalks and landscaping.

WON 2019 ASSOCIATE BUILDERS & CONTRACTORS EXCELLENCE IN CONSTRUCTION EAGLE AWARD

FULLERS CROSS & OCOEE APOPKA INTERSECTION

LOCATION
Ocoee, FL

SERVICES PROVIDED
CM At-Risk

SUBSTANTIAL COMPLETION
July 2021

SIZE OF PROJECT
2,500 linear feet

FINAL CONTRACT VALUE
$2.38 million

CLIENT
City of Ocoee Public Works
Steve Krug
301 Maguire Rd
Ocoee, FL 34761
Phone: (407) 905-3170
skrug@ci.ocoee.fl.us

SCOPE OF WORK

Part of the City of Ocoee's on-going "Master Plan" for the expansion of exisiting infrastructure, the Fullers Cross & Ocoee Apopka improvements successfully resulted in a safer, more easily navigatable roadway to sustain Ocoee's recent population boom and anticipated future growth. Scope of work included the addition of both left & right turn lanes, improved grading for stormwater drainage, and well-marked pedestrian sidewalks & crosswalks. In order to facilitate traffic flow on this major intersection, OCI utilized a research driven approach to facilitate a traffic management system to ensure limited delays to normal traffic patterns.

SOUTH MAIN STREET RECONSTRUCTION

LOCATION
Gainesville, FL

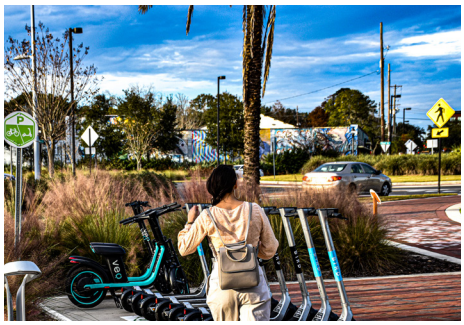
SERVICES PROVIDED
CM At-Risk

SUBSTANTIAL COMPLETION
December 2017

SIZE OF PROJECT
.75 miles

FINAL CONTRACT VALUE
$7.5 million

CLIENT
Gainesville CRA
Sarah Vidal-Finn
802 NW 5th Ave
Gainesville, FL 32601
Phone: (352)-8203
vidalsc@cityofgainesville.org



SCOPE OF WORK

The South Main Street roadway improvements integrated the community's priorities into a tailored, context-sensitive design. Project scope inclided undergrounding ultilities between Depot Ave and South 16th Ave. This multi-phased project involves the construction of pavement, lighting, drainage, sidewalks, utilities, furnishings, hardscape, and landscape elements. This complex reconstruction project required coordination efforts with 40 businesses and 2 adjoining neighborhoods. OCI was limited to working within the exisiting 100 ft right-of-way along the .75 mile corridor. The Maintenence of Traffic (M.O.T) plan was divided into 5 primary phases, and exisiting roadway remained open through duration of the project.

GRU DUCKPOND WATER MAIN IMPROVEMENTS

LOCATION
Gainesville, FL

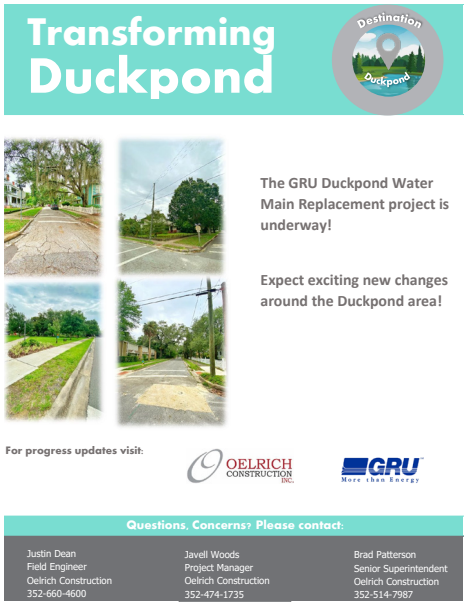
SERVICES PROVIDED
CM At-Risk

SUBSTANTIAL COMPLETION
February 2021

SIZE OF PROJECT
1,500 linear feet

FINAL CONTRACT VALUE
$1.13 million

CLIENT
Gainesville Regional Utilities
Andy Roberts
4747 N. Main Street
Gainesville, FL. 32609
Phone: (352) 393-1639
robertsas@gru.com



SCOPE OF WORK

Located in one of Gainesville's most historic neighborhoods near downtown, this project involved the major renovation of aging infrastructure and improvements to roads and pedestrian walkways. OCI was specifically selected for this project due to our capabilities for neighborhood communication and our proven expertise with utility coordination. Scope of work was primarily focused on the replacement of the water main and required that OCI provide consistent updates for residents of this quiet neighborhood in order to limit pedestrian & vehicular traffic delays. Our community communications approach allowed OCI & GRU to complete these improvements without any residential complaints regarding noise or traffic interruptions.

UNIVERSITY OF FLORIDA RADIO ROAD ROUNDABOUT

LOCATION
Gainesville, FL

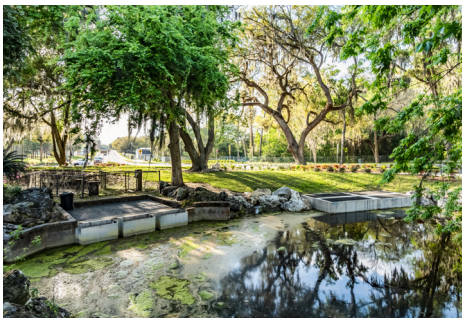
SERVICES PROVIDED
CM At-Risk

SUBSTANTIAL COMPLETION
August 2020

SIZE OF PROJECT
70,000 square feet

FINAL CONTRACT VALUE
$1.8 million

CLIENT
UF Planning, Design & Construction
Stuart Cullen
245 Gale Lemerand Dr.
Gainesville, FL. 32611
Phone: (352) 375-8999



SCOPE OF WORK

Being the first round-a-about construction on the University of Florida Campus, one would think that the primary goal of the project was traffic improvement when in fact the project's main objective was the management of flood waters stemming from Lake Alice. The box culvert beneath the Radio Road improvements project was designed to allow Lake Alice to discharge to the low natural depression behind the UF Golf Course. During weather events in the past, this lake rose high enough to flood Museum road, a major traffic area on UF campus, which caused delays and other issues. In addition, this design allowed existing utilities to pass through, untouched, in an effort to avoid re-routing these critical campus components. This project utilized a specialized M.O.T which allowed OCI to operate and complete this project without causing delays to daily traffic.

CLIENT REFERENCES

1. STEVE KRUG
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Skrug@ci.ocoee.fl.us
407-905-3170

2. PHIL MANN
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mannpr@cityofgainesville.org
352-334-5070

3. RACHEL LOCKHART
Gainesville Regional Utilities
Supervising Engineer
lockhartra@gru.com
352-383-1618

4. SARAH VIDAL-FINN
Gainesville CRA
Former CRA Director
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352-393-8203

5. FRANCISCO OQUENDO
University of Florida
Assistant Director for Construction
foquendo@ufl.edu
352-273-4012

ocoee
florida

May 9, 2019

Mayor
Rusty Johnson

Commissioners
Larry Brinson, Sr.
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Robert D. Frank

To Whom It May Concern:

RE: Oelrich Construction Recommendation

It is my pleasure to attest to Oelrich Construction's ability to execute complex, multi-phased infrastructure projects. The City of Ocoee contracted construction management firm Oelrich Construction to build the $9.8 million Bluford Avenue Reconstruction project. The project is a major road artery and critical component of Ocoee's $45 million capital improvement program to implement the Ocoee Downtown Master Plan. The project incorporated the Sewer and Western Transmission Main Utility upgrades along with Stormwater/Streetscape improvements.

The scope of work included installing a new water main, new gravity sewer system, approximately 3,000 linear feet of new 16" force main, along with significant improvements to the corridor's storm drainage, concrete curbs, asphalt pavement, brick pavers, sidewalks, and landscaping.

Completing this 0.6-mile project involved careful coordination with multiple Downtown businesses, residents, private utilities and institutions like City Hall, Ocoee Middle School, and Lakeshore Center. Our team was pleased with Oelrich Construction's responsiveness to stakeholders throughout construction. They maintained a door-to-door approach to keep all impacted parties informed about changes to the road's traffic patterns and access points.

Horizontal projects are always challenging to schedule due to weather variances, however the team successfully met all critical path milestones. They tailored roadway phasing around special events and other major occurrences in the Downtown area. For example, Oelrich Construction temporarily suspended operations and opened sections of the roadway to accommodate the needs of the City's popular annual Founder's Day Festival with 20,000 annual attendees.

The team also worked around the clock to prepare for the start of the new school year for students attending Ocoee Middle School in August 2018 by working closely with Orange County Public School administrators and the Ocoee Police Department to ensure safe routes for pedestrians, motorists, and school buses.

Due to Oelrich Construction's hands-on approach, the Bluford Avenue Reconstruction project was completed on time and within budget. We found them to be professional and respectful construction managers with a fantastic customer service attitude who faithfully represented the City's best interests. I would gladly recommend working with Oelrich Construction.

Sincerely,

Stephen C. Krug
Public Works Director

Ocoee Public Works Team
Improving a great community

City of Ocoee ▪ 301 Maguire Road ▪ Ocoee, Florida 34761
Phone: (407) 905-3170 ▪ www.ocoee.org

GAINESVILLE REGIONAL UTILITIES
WATER/WASTEWATER ENGINEERING

December 22, 2022

To Whom It May Concern;

Gainesville Regional Utilities is a publicly owned, multi-service utilities provider proudly serving The City of Gainesville for over 100 years. Our services are used by over 93,000 residential and commercial customers across the greater Gainesville area. For over 13 years Oelrich Construction has been a trusted partner of GRU through a diversity of utility projects. In recent years, our collaborations have ranged from occupied building improvements to rehabilitation and replacements of wastewater collection system.

- Kanapaha Water Reclamation Facility, Operations Center Expansion: $1.3M, Rehabilitation of existing operations area and addition of approximately 2,500 sf of new building.
- Kanapaha Water Reclamation Facility, Headworks Structure Concrete Rehabilitation: $1.5M, Rehabilitation of deteriorated concrete channels at the headworks.
- Kanapaha Water Reclamation Facility, Roofing Improvements: $ 300K – Facilitate roof coatings and/or replacement for multiple buildings on the KWRF site.
- South Main Street Wastewater Collection Improvements: $1.4M, Upgrades of existing gravity sewer mains in conjunction with roadway improvements. Included bypassing of 3,000 gpm flows from two directions into the Main Street Water Reclamation Facility.
- Duckpond Water Main Replacement, Phase 1: $1.2M, Replacement of 3,000 lf of existing water main, services, and meters in historic Duckpond area of Gainesville.
- Elevated Tank #1, Fencing Replacement: $180K, replacement of existing fence with new high security specialty fencing.

Our partnership with Oelrich Construction has been successful largely due to effective communication skills and creative approaches to complicated projects. Oelrich Construction is conscientious when working on our sites with operations staff and also interacts positively with our customers. We can rely on Oelrich Construction to maintain professionalism and to complete work within budget and on time.

GRU looks forward to our continued strong partnership with Oelrich Construction for many years in the future. Should you have any questions about Oelrich Construction and their project history with GRU, please do not hesitate to contact us:

Debbie Daugherty	Rachel Lockhart
Director of Engineering	Supervising Engineer
Water and Wastewater Systems	Treatment Plants & Large Construction
daughertydd@gru.com	lockhartra@gru.com
352-393-1622	352-393-1618

Sincerely,

Rachel Lockhart
Supervising Engineer, Treatment Plants and Large Construction

P.O. Box 147117, Station E3-F, Gainesville, Florida 32614-7117, Phone: (352) 393-1600, Fax: (352) 334-2752

Gainesville Community Reinvestment Area

City of Gainesville
2153 SE Hawthorne Road, Suite 223
Gainesville, FL 32601

Office 352 393 8200

info@gainesvillecra.com

June 10, 2021

RE: Letter of Reference for Oelrich Construction, Inc.

To Whom It May Concern,

Please accept this letter as a testament to my support of Oelrich Construction, Inc. and their ability to deliver an impressive final product, on budget and on time.

As part of our pursuit to further strengthen the Gainesville, Florida community, the Gainesville Community Reinvestment Area (GCRA) has been working with Oelrich Construction for more than 10 years. Our partnership with Oelrich Construction is truly dynamic. From completing $10M roadway and landscape projects, to converting a 20+ year old brownfield remediation into an $8M, 32-acre stormwater park that serves as a community gathering place and public amenity, the Oelrich team has always delivered.

In the history of our partnership, we have completed a total of 13 projects. Each project was finished on time, on budget, and exceeded our expectations of quality. The versatility and problem-solving skills of the Oelrich team has proved valuable on multiple occasions. When an unforeseen problem arose on a project, the project managers and superintendents proposed multiple solutions which considered the schedule and budget for each project.

With each project, the Oelrich team served as an extension of our project management staff, believing in the project as much as we did and they truly understanding the "big picture" of what we were trying to accomplish, how special and unique each project was and how important it was for them to act as ambassadors for us – *not only on-site but in the community as well*. This shared vision infiltrated their work, their subcontractor's work, and in the culmination of the project.

I could go on, as there are so many stories that would exemplify the excellent partnership we have with Oelrich Construction. We continue to make strides in pursuit of our goal to reinvest and redevelop the urban core of the city of Gainesville. Please feel free to contact me directly with more specific questions at vidalsc@gainesvillecra.com or (352) 393-8203 and I would be happy to share.

Best wishes for a successful project for your community!

Kind regards,

Sarah Vidal-Finn
2021.06.10 14:40:03 -04'00'

Sarah Vidal, Director

Facebook @GainesvilleCRA
Instagram @gainesville_cra

www.gainesvillecra.com

CITY OF GAINESVILLE 1869 STATE OF FLORIDA

PROJECT NAME	CLIENT NAME	PROJECT COMMENCEMENT	PROJECTED COMPLETION	CONSTRUCTION $ VALUE
Orange County Multicultural Center	Orange County BOCC	March 28, 2022	March 31, 2023	$4.9 million
Orange County Dr. Phillips Ballfield	Orange County BOCC	August 29, 2022	May 19, 2023	$7.5 million
City of Orlando Art^2 Development	City of Orlando	January 4, 2023	June 16, 2023	$3.1 million
Chi University Small Animal Hospital	Chi University	July 25, 2022	July 10, 2023	$5.1 million

EXECUTIVE SUMMARY OF CM APPROACH

FLORAL STREET WATER, SEWER, & ROAD RECONSTRUCTION

An excerpt from the City of Ocoee Master Plan

Our team reviewed the city's design documents and reports to familiarize ourselves with the site's existing conditions. Successful management of the RFQ#23-004 utility & road improvements project will require special care to several aspects, particularly:

- Site Safety
- Coordination & Communication
- Timeliness
- Cost Effectiveness
- Quality Control

SITE SAFETY

This project is located in a rapidly growing area near S. Bluford Ave, Ocoee Middle School, and multiple commercial & residential properties. OCI has previous experience with the Bluford Rd & Fullers Crossing improvements and our team has developed a site-specific approach based off our previous successful projects in the adjoining area:

Commercial areas are anticipated to grow significantly over the coming years, and residential areas will soon follow this projected growth. A responsive Temporary Traffic Control plan will be a critical safety criterion on this project. Project Manager, Ethan Newport and Superintendent Cozart Lawrence are certified in the FDOT's advanced temporary traffic control. They are prepared to develop a comprehensive plan to limit interruptions to daily area activities.

PERMITTING & COORDINATION

Our experience constructing similar local projects with the City of Ocoee like the Bluford Avenue Reconstruction project have prepared us to supervise a civil/infrastructure project of this size. Our management team is well-aquainted with the project stakeholders involved and can accurately forecast the steps needed to execute the project on time. Our team will coordinate with decision-makers within city agencies during the document review stage. We will adhere to the standards identified in the City of Ocoee's Engineering Standards Manual as well as pertinent county/state best practices. Our experience with both Bluford Rd & Fullers Crossing introduced us to the permitting process for several potentially involved entities such as the St. Johns River Water Management District (SJRWMD) and the U.S. Army Corps of Engineers (USACE).

During the Fullers Crossing project, our team also coordinated with the surrounding property owners including: Daryl Carter Trust, City of Ocoee, Chevron Land & Development Co, and Crown Point Woods Homeowners Association. OCI will apporach the Floral Street Improvements with the same stakeholder coordination & communication.

SCHEDULE IMPACTS

Obtaining federal/state permits, selecting finish materials (i.e. pavers & landscaping elements), coordination of utility outages for new service tie-in, and delivery of long lead items to the site (i.e. storm and sewer structures) are long-lead items for this project. Reviewing locations of unsuitable soils and planning for possible mitigation or dewatering of excavations can be planned for early on in the project.

We recognize that this is a busy neighborhood that will need to remain accessible throughout construction. Our team will maintain access to residences & bussinesses at all times throughout the course of this project to keep traffic moving smoothly.

SUBCONTRACTOR COORDINATION

Our onsite superintendent is responsible for coordinating and planning the day-to-day activities and operations. A formal coordination meeting is held with all subcontractors on a weekly basis, to supplement daily communications. At this meeting, topics discussed include critical path scheduling using the Bi-Weekly Look-Ahead (BWLA) schedule, RFI's, returned submittals, work flow, and safety. The BWLA is a schedule created by the superintendent that expands on the long-line project schedule and details the specific activities occurring each day over the next two weeks. This allows both subcontractors and owner's representatives to understand who will be onsite and what they will be doing over a specific period of time.

STORMWATER BEST MANAGEMENT PRACTICES (BMPS)

Oelrich Construction is responsible for identifying and implementing Best Management Practices (BMPs) using our credentials as certified Stormwater Erosion & Sediment Control Inspectors. The RFQ#23-004 project will require managing stormwater run-off and erosion control. The use of silt-fences and immediate stabilization of disturbed surfaces with seed & mulch or sod will reduce the possibility of rills or gullies. Our team will regularly inspect and maintain all systems.

SURVEYING & MATERIALS TESTING

Oelrich Construction is responsible for identifying and laying out the limits of construction, horizontal and vertical elevations, and locations of existing and new construction. This project will require careful coordination of existing and new underground utilities. In addition, setting precise points for the horizontal construction on the surface will ensure the proper placement and drainage of the asphalt pavement, sidewalks, and landscaping. At the conclusion of the project, a final survey of the project will submitted with the O&Ms. Oelrich Construction will conduct any necessary third-party that are not already performed by the engineering team. Establishing correct lime-rock bearing ratio's (LBRs) and fill material proctors will be a critical part of the preconstruction/design process.

BID MARKETPLACE EFFORT

If selected as the construction manager for this project, we would strive to hire 100% of the subcontracting team from the Orange County region, granted that the bids meet the City of Ocoee's objectives of cost, time, and quality. We have access to more than 560 subcontractors around the State of Florida through our Building Connected integrated bid management system. This cloud-based platform securely centralizes bid information, stores historical cost information for future benchmarking, and hosts an up-to-date contact database. Our team utilizes this preconstruction tool for cost aggregation, performance analytics and relationship tracking. With our leadership in the Associated Builders and Contractors (ABC) of Central Florida and the Builders Association of North Central Florida (BANCF), our team has built lasting relationships with quality subcontractors all across the region.

QA/QC ITEMS

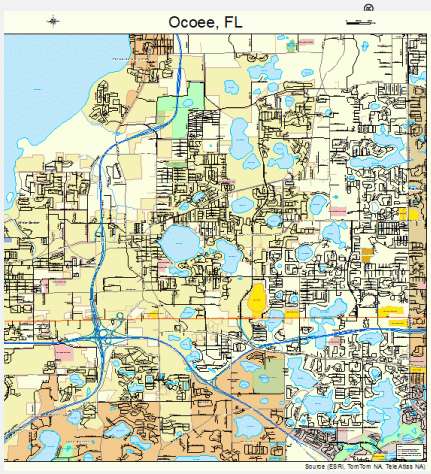
This project will require careful checking of all utility installations and roadway construction. Standard FDOT items will be checked including spread rate, batch temperatures, rolling straight-edge, cross-slope, and sample cores. Once completed, permanent striping will be applied, the site demobilized, and the surveyor will complete a final survey.

STAFFING RESOURCES & IT

Our team understands what it takes to deliver a successful intersection improvement project. We have sufficient corporate resources and capacity to complete this project on time and on budget.

Project Manager Ethan Newport will serve as the City of Ocoee's primary contact for the Floral Street improvements. He will be supported by six other highly qualified senior staff project engineers, assistant project managers, and superintendents who will help coordinate project delivery. Should a high volume of projects arise, our company's full personnel resources will be at Ocoee's disposal. Oelrich Construction employs 34 full-time permanent employees and 3 part-time employees. Staff include: project managers, project engineers, estimators, accountants, marketers, and field superintendents. Our corporate office is located in Jonesville, FL and our central Orlando area office is located in Winter Garden, FL. We share staff resources between locations. Markets include: Education, Government, Healthcare/Research, Parks & Recreation, Civil & Infrastructure, and Commercial.

We're familiar with the compressed timeline needed to complete capital projects on tight timelines. Additionally we are highly experienced in the field of road reconstruction and stormwater management and consider this



RELATIONSHIP-DRIVEN CONTRACTING

We understand the time and resources required to effectively lead civil & infrastructure projects for public sector clients. Oelrich Construction has maintained long-term continuing services contracts with several local government agencies including:

- **18 Years** with the Alachua County School Board
- **16 Years** with the University of Florida
- **14 Years** with the City of Gainesville
- **14 Years** with Gainesville Regional Utilities
- **14 Years** with Alachua County Facilities
- **3 Years** with Orange County

PMIS PROGRAMS:

- Vista Teams (Project Management)
- ProEst/Excel (Estimating)
- Bluebeam (2D Takeoff Estimating)
- NavisWorks (3D Takeoff Estimating)
- Microsoft Project (Scheduling)
- Building Connected (Bid Outreach and Vendor Management)
- Vista Viewpoint (SQL Financial Database)
- Revit (BIM Coordination)

DOCUMENT MANAGEMENT:

We utilize Vista Team's leading construction project management software to maintain design documents, project scheduling, budget, and technical documents for all of our capital projects. This cloud-based platform is optimized for mobile devices like smart phones and tablets for easy access in the field and on the go. Vista Teams was also used to ensure subcontractor adherence to schedule. All owner representatives have access to Vista Teams at all times during the project--this means that they had daily visibility of all pending RFI's, photos, documents, scheduling, as-built drawings,

PRECONSTRUCTION & COST ESTIMATING

The most accurate system to account for project costs in the early design phases is our wealth of experience with similar systems. From neighborhood road repavement jobs to 32-acre stormwater parks, our team has developed a reputation for delivering high-value municipal projects on time and on budget. Preparing a comprehensive Guaranteed Maximum Price (GMP) is a critical responsibility. Generally, our GMP development process follows the following steps:

- **Concept Validation and Design Development:** Oelrich Construction will partner with the architect/engineering team to specify a preliminary design development (DD) package for the facility. We populate the DD package using preliminary sizing provided by the design team and incorporate costing information for unknown design elements.
- **Populating Baseline Pricing:** We will identify the project's main systems with respect to structural elements, a finish level, and MEP systems, and begin to evaluate the overall needs with respect to the space. Once we settle on a mutual conceptual understanding with the design team and Owner, our estimating staff will price the DD package using our vast database of project cost information (based on similar facility jobs and our understanding of current market values).
- **Adjusting Project Budget Using Real-Time Cost Estimating:** We then validate these experience-based figures by a quantity take off analysis (e.g. linear footage of pipe), while managing other items with an average cost per square foot analysis (e.g. asphalt, sod). We can address most aspects of the construction process in this format without extensive fabrication details.

Oelrich Construction built Gainesville's iconic 13th Street Pedestrian Overpass Bridge.

- **Faster design development through BIM/ Real-Time Cost Modeling:** Our estimating team coordinates our budget with the architect's building information model (BIM) to rapidly interpret modifications to details like concrete quantities, assess the implications, and send a cost-update report immediately. This technical capability gives the Owner/user group the information they need to make rapid and confident design decisions based on a thorough understanding of any and all associated cost implications.
- **Final Budget Estimating:** As we eliminate "unknowns" about project scope and product selection, we reach consensus on the construction documents (CD's). The construction documents package respects the scope boundaries established during the DD phase but fully incorporates user group/architect/engineering/ constructibility feedback for a fully coordinated construction document.

EXAMPLES OF OELRICH PROJECTS REQUIRING BIM COORDINATION

- UF Veterinary Medicine Clinical Skills Lab Addition
- UF Broward Hall Renovations
- UF Veterinary Medicine Surgical Renovations
- UF Veterinary Medicine Anatomy Lab Addition
- Thermo Fisher STT Lab Build Out

COST CONTROL CASE STUDIES

Stewardship of project funds is an integral project responsibility that we take seriously. If selected as CM for Ocoee RFQ #24-004, our estimating team will work closely with The City to ensure that the project budget meets all project needs. Our team can also provide detailed preconstruction services like alternate material recommendations and value engineering reviews to ensure that the project lives up to the Owner

Value Engineering - Client Success at City Park

When the project documents for the 32-acre Downtown Depot Park project reached 100% the total projected cost was around $8 million. Oelrich Construction worked with the CRA to propose alternative materials that could still achieve the community's vision for this vibrant, railroad-inspired Central park. The VE items focused on modifying the following items: pond railing design, the playground fence manufacturer, the restroom and pavilion design and finishes, and the total amount of turf. This methodical approach allowed us to shave approximately $2 million off the projected park cost and lower the GMP to $6 million.

Value Engineering - Client Success at Fraternity House

Oelrich Construction was selected to provide value engineering services for an upscale new residence at the University of Florida. The original UF Pi Kappa Phi GMP came in over budget. Through careful plan review and needs analysis, Oelrich Construction brought the client a 20% cost reduction through value engineering (a $800,087 value) to bring the Pi Kappa Phi Housing Corporation's new fraternity house within budget.

Value Engineering - Client Success at Elementary School

When Micanopy Area Cooperative School hired Oelrich Construction to construct their new cafeteria/auditorium building, budget was their foremost concern. Considering that the rural charter school had to crowd-fund a portion of the project cost from parents and alumni to make ends meet, we recognized how crucial it was to build an affordable, high-quality facility for the community. Our team went through each line item with the client to identify priorities and offer sound alternative material recommendations. We successfully cut costs

Fast-Tracked Scheduling - Collaboration Commons

UF introduced this 26,537 square foot interior renovation project to our team in mid-January 2014 and needed completion by mid-August. No design or accompanying documents existed, creating a situation in which construction started in early March while our designers continued to work on design concepts and provided documents showing what we could go ahead and accomplish at the site. We successfully met the six month timeline by implementing this flexible, iterative approach. We were able to deliver $400,000 in owner direct purchases on this $1.96 million LEED Gold building renovation.

EXCERPTS FROM A SAMPLE BID MANUAL

It is essential to clearly communicate expectations upfront. That's why we prepare a tailored project bid manual and host regular clarifying meetings and conference calls.

SCHEDULING & SUBCONTRACTOR COORDINATION

Communication, consistency, and control are the three guiding principles we follow when managing a capital project. It is essential to provide trade subcontractors with clear and complete scopes of work on day one, so they can properly allocate resources for each project. Document/scope review and scheduling are two critical areas. We issue a custom, detailed bid manual at the beginning of the project to inform stakeholders of all requirements. Then, we host an in-person meeting and weekly field meetings to clarify questions as they arise.

Oelrich Construction is very sensitive to the message that is delivered to the End Users and is diligent in determining any potential material delivery pitfall prior to disseminating the final project schedule. Our schedules are organized into three major categories Preconstruction, Construction, and Project Closeout. This allows us to identify early any potentially long-lead items such as specialty traffic equipment or streetscape finishes. Once construction starts, the schedule is maintained with a team approach between the project manager and the project superintendent. They work together to improve the daily flow of work and the overall project delivery. Schedule is the first topic of discussion at every OAC Meeting and weekly Subcontractor Coordination Meeting throughout the entire construction process. Once established, the final schedule is distributed to all concerned so that everyone involved has an understanding and expectation of coming events. This work breakdown schedule also allows us to incorporate the input of key potential subcontractors to accurately identify material lead times and activity durations. Once the project has been bid out and the newly identified subcontractors have been brought on to the team, this schedule is then modified again to accommodate actual delivery timelines.

Based in North Central Florida, we are extremely aware of the challenges of local weather patterns (especially during the summer months), and our schedules reflect the typical rainfall amounts that we will experience in the course of the year. Of course, we will make up any lost time beyond our control in order to maintain the project schedule.

BIWEEKLY LOOK AHEAD SCHEDULE (BWLA)

In addition to developing the overall milestone schedule in Microsoft Project, hosting regular OAC meetings, and updating project progress in Procore, we also prepare a Bi-Weekly Look Ahead (BWLA) schedule for the benefit of all stakeholders.

The BWLA gives all the workers onsite a day-to-day milestone schedule for a two-week project period. This snapshot is taken from the milestone schedule and helps keep the on-site workers tuned in and focused to their tasks for each day. This BWLA schedule is updated every week and sent out to all the subcontractors involved on the project whether on-site or projected to be on-site soon. The project team also gets a copy which allows them to see which activities are being conducted throughout the week. Planned

Oelrich Construction carefully completed this LEED Silver Food Court Addition at UF's Turlington Plaza – one of UF's most crowded plazas by density of pedestrians and cyclists.

In 2017 & 2018, Oelrich Construction's safety program earned Platinum recognition from the Associated Builders and Contractors' National STEP evaluation program.

SAFETY & FIELD MANAGEMENT

Once the project breaks ground, our experienced field superintendents supervise jobsite logistics, ensuring that all materials are installed properly, all safety regulations are met, and that the overall project is completed on time. Consistent collaboration from project design through construction eliminates scope holes, solves ambiguities, optimizes resources, and ultimately results in a more successful project that achieves client needs and exceeds expectations.

Oelrich Construction provides seamless service from preconstruction through construction. Field services include: coordinating materials deliveries and labor logistics; maintaining as-built documents; scheduling subcontractors; coordinating inspections; supervising site safety; verifying material installations; supervising work quality; and more.

Oelrich Construction field superintendents follow a 500+ item Quality Control Checklist. Items are based on FDOT, FDEP, ASHE and ICRA best practices.

Oelrich Construction maintains aggressive quality control standards. It is our policy to conduct an internal company walk-through and separate punch-list prior to the Owner's substantial completion punch list date. On each project, our superintendents strive to deliver as complete of a project as possible. If any outstanding items are identified, our team calls the trade subcontractor to rectify the concern the same day. Touch-up work is scheduled as soon as possible. From start to finish, there is nothing more important than safety—for Ocoee citizens, staff, the project team, subcontractors, and any other person affected by a construction project.

Weekly safety meetings, toolbox talks, and regular inspections with an eye for safety are all tools we use to help maintain this culture of safety. Your superintendent maintains a copy of our safety program and all required OSHA forms in the field. In addition, everyone on our field team has a minimum of 30-hour certified OSHA training and we contractually require all subcontractors to participate in our safety program. If we recognize a concern in the field, all work stops and the concern is addressed immediately.

Maintaining a safe job-site for Ocoee will require front-end planning with design professionals, and user groups. This involves taking into consideration the concerns and issues that directly affect a facility's operations, including personnel's daily practices and procedures, schedules, heavy traffic times, and flow of traffic around and within a building.

Public safety drives all aspects of achieving an incident-free job-site and each project presents unique challenges. Upfront coordination allows us to integrate the needs of all involved to eliminate public exposure to hazards. Working to incorporate all issues discussed during pre-planning provides a workable structure for governing job-site safety. After identifying safety concerns, we create a site utilization plan communicated

QUALITY CONTROL

QUALITY CONTROL IN DESIGN PHASE

Industry case studies show that constructability reviews can save as much as 3 to 5 percent* of the entire construction cost by minimizing RFI's, preventing change orders in the field, and reducing the risk of conflicts between engineering/design documents.

Your project manager will work with your project architect and engineer to systematically review all emerging design documents. They will pro-actively identify any inconsistencies or ambiguity in the design documents by reviewing drawings in the following order: structural elements; building envelope integrity; interior build-out/architectural details; mechanical, electrical and plumbing systems (MEP); and sitework. They will work closely with Ocoee's selected architect and engineering team to not only uncover areas of concern, but to offer viable solutions based on their years of professional experience. Your field superintendent will partner with your project manager to produce a tailored means and methods strategy that maximizes product quality, while reducing labor costs, optimizing scheduling/logistics, and ensuring subcontractor safety. Your field superintendent's safety review will determine required separations to keep the public out of harm's way. Using his certifications in ICRA, OSHA30, HAZWOPER, and MOT, he will identify potential hazards such as noise, dust, or other environmental concerns, creating project-specific standard operating procedures communicated to all involved prior to construction start. As part of this plan, understanding current pedestrian patterns and establishing effective Interim Life Safety Measures (ILSM) will solidify best practices for maintaining safety.

*Reference: *Stephen R. Pettee, "Constructability Reviews- Construction Management Association of America Southern California Chapter seminar."*

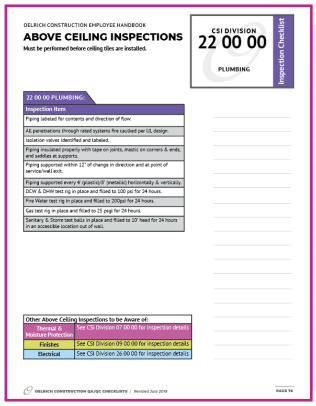
QUALITY CONTROL DURING CONSTRUCTION

Oelrich Construction will coordinate extensively with the architect and engineer to ensure that all design specifications are met and installed properly. Each material submittal is crosschecked by multiple parties. We understand how critical it is to verify that design review comments are fully implemented into the design documents. Prior to construction, all comments from the start of the project are reviewed to validate that the issue has been addressed or to document how the issue was modified by more recent changes. During construction, Ethan Newport will be your primary contact for ensuring the fit and finish of each roadwork component. For the Floral Street project, a sample quality assurance check would involve testing questions like:

- Is the sidewalk level and installed at the proper inclination for proper drainage during storm events? Does the ADA ramp meet the required slope percentage?
- Are the inlets correct on the stormwater and sewer? Does the installed product meet FDOT requirements and City design standards? Was the concrete properly poured and jointed to prevent cracking?

QA/QC APPROACH POST-CONSTRUCTION

A quality construction manager doesn't disappear after the ribbon-cutting. Oelrich Construction understands the importance of maintaining an open line of communication after project completion. During post-construction occupancy, your project manager will be responsible for coordinating with Ocoee's facilities department to maintain our firm's one year warranty on the project's guaranteed fit and finish. Our team always checks in 8 months after construction to allow ample time to inspect and review the project's condition. We will work with building commissioning agents as well as the City to schedule periodic reviews of operation and function.



OELRICH CONSTRUCTION EMPLOYEE HANDBOOK

ABOVE CEILING INSPECTIONS

Must be performed before ceiling tiles are installed.

CSI DIVISION 22 00 00 PLUMBING

Inspection Checklist

22 00 00 PLUMBING:

Inspection Item
Piping labeled for contents and direction of flow
All penetrations through rated systems fire caulked per UL design.
Isolation valves identified and labeled.
Piping insulated properly with tape on joints, elastic on corners & ends, and saddles at supports.
Piping supported within 12" of change in direction and at point of service/wall exit.
Piping supported every 4' (plastic)/5' (metalic) horizontally & vertically.
DCW & DWH test rig in place and filled to 100 psi for 24 hours.
Fire Water test rig in place and filled to 200psi for 24 hours.
Gas test rig in place and filled to 25 psig for 24 hours.
Sanitary & Storm test basis in place and filled to 10' head for 24 hours in an accessible location out of vaks.

Other Above Ceiling Inspections to be Aware of:	
Thermal & Moisture Protection	See CSI Division 07 00 00 for inspection details
Finishes	See CSI Division 09 00 00 for inspection details
Electrical	See CSI Division 26 00 00 for inspection details

OELRICH CONSTRUCTION QA/QC CHECKLISTS | Revised July 2019

PAGE 96

QUALITY CONTROL CHECKLISTS

Adhering to a structured quality control program on the Floral Street Improvements project is essential. Oelrich Construction field superintendents follow a 500+ item QA/QC Checklist based on regular quality control inspections. This 100-page resource was produced in-house, based on lessons learned from our field and project management teams. The QA Manual divides each CSI Division down into inspections required, tasks to be performed for a successful inspection, and items

CIVIL & INFRASTRUCTURE PROJECT CASE STUDIES

SIMILAR TO THE SCOPE OF WORK FOR THE RFQ#23-004 WATER, SEWER, AND ROAD RECONSTRUCTION

CASE STUDY: DOWNTOWN OCOEE BLUFORD AVENUE

PROJECT OVERVIEW

The $9.8 million Bluford Avenue Reconstruction project consisted of reconstruction of the 0.6-mile corridor between the Delaware Street and Silver Star Road intersections. The project solved several major infrastructural needs including: consolidation and expansion of Downtown wastewater treatment, enhanced stormwater treatment, improved safety/accessibility, and facilitation of more infill economic development. The Bluford Avenue reconstruction public roadway project involved careful coordination with residents, churches, businesses, municipal departments, and a local middle school. There are 9 businesses, 6 institutional facilities, and 18 residences located in the primary impact zone for the 15 month Bluford Avenue reconstruction project. Our team went door-to-door to each property to assist with converting each business from overhead lines to underground utility tie-ins. This was a big effort that required communicating with each individual entity, to work tie-ins around their schedule. This project involved coordinating with FDOT, Florida Department of Environmental Protection (FDEP), Duke Energy, Century Link, and AT&T. We worked with the City of Ocoee Public Works on stormwater and the City of Ocoee Utility Department on sanitary/water. Despite scope changes and hurricane impacts throughout the course of this multi-phased effort, we still achieved our substantial completion date for the Bluford Avenue Reconstruction project. Time was of the essence on this project. Our trade subcontractors laid down 200,000 brick pavers in less than a month!

OCOEE'S FOUNDER'S DAY FESTIVAL PREPARATIONS

Oelrich Construction temporarily suspended construction operations and opened up the Downtown Bluford Avenue roadway to accommodate the needs of the City of Ocoee's popular annual Founder's Day Festival with 20,000 annual attendees. We opened up the entire thoroughfare again just for that day. This required temporary tie-ins, and repatching and repaving certain sections for that major weekend. We provided the egresses needed to make the street operable and fully-functional to festival vendors/guests. An important staging area for event was also one of our material laydown areas so had to clean up the property and laydown fresh mulch for vendors/event organizers.

SOLVING CONFLICTS BEFORE THE OCPS SCHOOL YEAR

In Fall 2018, we had to install a major force main tie-in prior to the beginning of the Orange County Public Schools' (OCPS) fall semester. Oelrich Construction worked closely with OCPS to alert them of changes to Bluford Avenue's traffic patterns. We laid out the project in four phases to minimize disruption and worked with Orange County Schools to ensure that school buses could navigate in and out of the site for their scheduled stops. Senior Superintendent Ethan Newport went door-to-door along the corridor to answer questions and let all parties know what to expect during construction. Due to the City's overloaded sewer system we could not shut down the municipal force main system for more than a few hours and only after 11pm. To overcome this challenge, we rented 6 large vacuum trucks for the surrounding City's Lift Stations in order to keep the entire downtown sewer system active. The excavation revealed a conflicting 18"+ Storm Pipe and 4" Water Main which required us to re-route the existing force main. The team came together and completed this critical connection before dawn. This major task was completed without disruption to the all-important first day of school for Ocoee Middle School bus drivers, students, parents, and staff. Communication and pre-planning led to a smooth construction process for the City of Ocoee.

SIMILARITIES TO RFQ#23-004:

- Completed for the City of Ocoee
- Coordination with similar AHJ (FDOT, SJRWMD, etc)
- Advanced temporary traffic control measures
- Constructed in Orange County
- Roadway infrastructure project
- Extensive stakeholder coordination

CASE STUDY: SOUTH MAIN STREET

WORKING WITHIN A DENSE, CONGESTED CORRIDOR

South Main Street is a highly-active roadway with an average daily traffic count of 13,100 vehicles. This complex reconstruction project required coordination with 40 business stakeholders and 2 neighborhoods. Due to the complexity of overlapping road utilities and right-of-ways, our team coordinated with 13 different municipal entities over the course of the project.

MULTI-PHASED PROJECT

Oelrich Construction was limited to working within the existing 100-foot right-of-way along the ¾-mile corridor. The project maintenance of traffic (M.O.T) plan was designed into 5 primary phases. The roadway was never shut down during construction. We always maintained a north-bound and south-bound lane for uninterrupted vehicular flow.

CONFLICT RESOLUTION

One of the most difficult aspects of the project involved constructing a new roundabout between the north and south ends of the project, while maintaining on-going traffic flows. It was particularly challenging to provide appropriate turning radiuses for 18-wheelers and 35-foot city buses during the roundabout construction. In addition, the new roundabout ties into a Gainesville-Hawthorne State Trail connector, which required careful monitoring of bicyclist activity. Oelrich Construction implemented an extensive road barricade and wayfinding plan to maintain access to all businesses on the corridor. Our on-site superintendent had to continually reconfigure subcontractor/labor work zones within these narrow gaps between traffic and business entrances/exits. His FDOT advanced M.O.T. training prepared him for this project's safety complications. Our on-site superintendent went door-to-door to the 40 business stakeholders on the corridor to inform them of traffic pattern changes.

SIMILARITIES TO RFQ#23-004:

- Roadway infrastructure project
- Advanced temporary traffic control measures
- Extensive stakeholder coordination
- Coordination with similar AHJ (FDOT, SJRWMD, etc)

COORDINATION SPOTLIGHT: ANNUAL PAVEMENT PRESERVATION

This $1.8 million roadway project was completed under a continuing services contract with the City of Gainesville's Public Works Department. Oelrich Construction provided iterative cost estimates and overall project management for roadway milling, repaving, capsealing, and microsurfacing. Our team addressed numerous roadway concerns including: asphalt grading, stormwater modifications, insufficient limerock base compaction, cracked sidewalks, broken curbs, tree root damage, and vehicular wear and tear. Various roadway and stormwater improvements were completed in numerous residential areas. Oelrich Construction's field team coordinated closely with residents to schedule roadwork while maintaining driveway/parking access during critical windows. Regular inspections to verify quality/compliance were essential—unevenly milled asphalt or insufficiently compacted limerock could disrupt stormwater flows or impact the roadway's projected lifespan. Most of the roadway improvements were completed in narrow residential areas with limited site laydown zones.

COST CONTROL SPOTLIGHT: NW 8TH AVENUE RECONSTRUCTION

The City of Gainesville wanted to create a basin where Hogtown Creek crosses NW 8th Avenue in order to remove built-up sediment that accumulates throughout the year. Unfortunately, the design team's concept did not fall within budget limits established by the City Commission. The City's Public Works Department then asked Oelrich Construction to develop a strategy for achieving the design team's goals while keeping to the allocated budget. Preconstruction Manager Matt Marino met with the design team and various contractors onsite to discuss options for reducing maintenance costs associated with creek sedimentation buildup. Eliminating items such as shore piles and cast-in-place concrete spillways on the north creekside while focusing on reworking existing berms and natural drainage features of Loblolly Woods allowed us to achieve the City's goals. This plan enables future maintenance equipment to enter the creek bed without major setup costs and helps to preserve the site's natural beauty. Ultimately, we returned the street reconstruction to budget limits while sustaining the project's original intent.

LOGISTICS SPOTLIGHT: 13TH ST HELYX OVERPASS & MEDIANS

Renovating the Depot Avenue Rail-Trail pedestrian overpass into a more functional and iconic gateway feature required extensive FDOT coordination. We constructed a plaza and staircase adjacent to the overpass to establish street, sidewalk, and transit connections to link the rail-trail system to an extensive network of multimodal access points. The project involved coordination with utilities, a maintenance of traffic plan for U.S. Highway 441, a new stormwater collection system, construction of new retaining walls, and new landscaping. Complete demolition of existing walkways, utilities, curbs, retaining walls, and landscaping was required to provide updated water service, stormwater collection system, street lighting, increased walkway width, new retaining walls, new concrete sub-base, brick pavers at walkways, and concrete driveways for residences and active businesses. All work was completed with an approved maintenance of traffic plan and the project was phased to allow all businesses, residents, pedestrians, bus passengers, and vehicle traffic to maintain activities and operations as required.

UTILITIES SPOTLIGHT: SW 9TH ST AT INNOVATION SQUARE

We coordinated with GRU, GRUCom, AT&T, Cox Communications, and many others to manage installation of new utility crossings onsite. Because of a main communications line underground encased in a brittle asbestos material, we quickly ruled out traditional approaches and used instead a jack bore to push a 72” storm pipe underneath the old communications line. Adjusting the original plans allowed us to add scope items and work around other activities surrounding the site. Monitoring the environmental impact of construction involved dust and sediment control, especially considering the project’s downtown location and proximity to Hogtown Creek and Bivens Arm Lake.

AWARD-WINNING CRAFTSMANSHIP

2019 Eagle Award for Heavy Infrastructure $5-$10 million

ABC of Central Florida

BLUFORD AVENUE RECONSTRUCTION

2017 Award for Excellence in Public/Nonprofit Development

Urban Land Institute of NF

DEPOT PARK

2015 Florida APWA Project of the Year

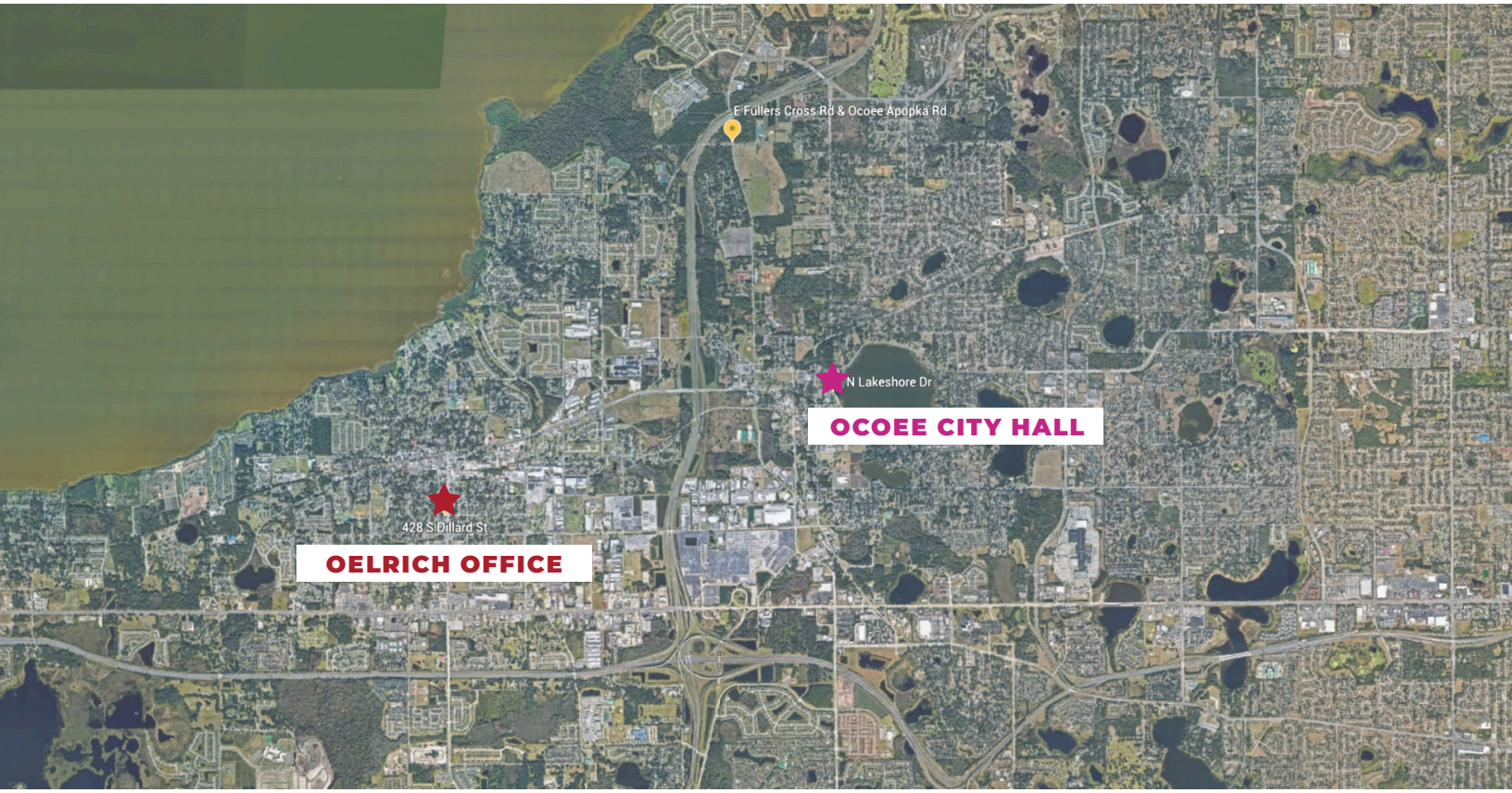
American Public Works Association (APWA)

SW 9TH STREET AT INNOVATION SQUARE

2014 National & Florida Project of the Year

American Public Works Association (APWA)

13TH STREET HELYX PEDESTRIAN OVERPASS & MEDIANS



OELRICH CONSTRUCTION, INC. OFFICE LOCATION

OELRICH CONSTRUCTION INC.

We would serve the City of Ocoee through our Orlando-area Winter Garden office. Our Winter Garden office is approximately 3 miles from the City of Ocoee City Hall, which is a less than 10 minute drive.

WALDORFF
INSURANCE & BONDING
M.E. Wilson Company, LLC

February 23, 2023

City of Ocoee
150 Lakeshore Drive
Ocoee, FL 34761

RE: Oelrich Construction, Inc.
Project: RFP name/Number: RFQ #23-004, Construction Manager at Rusk for Floral Street Water, Sewer, and Road Reconstruction

To Whom It May Concern:

This is to advise you that M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding provides bonding for Oelrich Construction, Inc. Their Surety is Philadelphia Indemnity Insurance Company, which has an A.M. Best Rating of A++ XV and is listed in the Department of the Treasury's Federal Register with an underwriting limit of $304,546,000. The home office address is One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950.

Oelrich Construction, Inc. is a financially strong, well-managed company and it is a pleasure to recommend them to you for your consideration. They have an excellent reputation with architects/engineers, owners, subcontractors, and suppliers and are considered to be an exceptional contractor in the area.

At this time, we would not anticipate a problem in bonding our client in the amount of $15,000,000 for a single project or $30,000,000 aggregately. The surety reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Paul Locascio
Agent

Trusted Choice®

1110 NORTHWEST 6th STREET
GAINESVILLE, FL 32601

PHONE 352-374-7779
FAX 850-581-4930

RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

Ivan Oelrich
Firm Name

Signature

Ivan Oelrich, President
Name and Title (Print or Type)

February 28,2023
Date

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Respondent: Ivan Oelrich

Signed: _____

By: Ivan Oelrich
(Print or Type Name)

Title: President

Date: February 28, 2023

COMPANY INFORMATION/SIGNATURE SHEET RFQ #23-004

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

Oelrich Construction
COMPANY NAME

(352) 745-7877
TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

ivan@oelrichconstruction.
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

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

Ivan Oelrich, President
NAME/TITLE (PLEASE PRINT)

275 NW 137th Drive, Suite A
STREET ADDRESS

Jonesville FL 32669
CITY STATE ZIP

FEDERAL ID # 32-0128914

_____Individual X Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this 28 day of February, 20 23.

Personally Known X or

Produced Identification_____

(Type of Identification)

Notary Public - State of FL
County of Alachua

CHRISTINA SAPP
Notary Public - State of Florida
Commission # HH 072634
My Comm. Expires Dec 15, 2024
Bonded through National Notary Assn.

Signature of Notary Public

Christina Sapp
Printed, typed or stamped
Commissioned name of Notary Public

Summary of Litigation: State "None" if no litigation. Provide a summary of any litigation claim(s), bid or contract dispute(s) filed by or against the CMR firm in the past five (5) years which is related to the services that the CMR firm 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, in accordance with the guidelines below:

Claims/Litigations

1. Within the past 5 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes_____ No_____X____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
Amount at issue: _____
Name (s) of the attorneys representing all parties:
_____
Amount actually recovered, if any: _____
Name(s) of the project owner(s)/manager(s) to include address and phone number:
_____

2. List all pending litigation and or arbitration.
N/A

3. List and explain all litigation and arbitration within the past five (5) years - pending, resolved, dismissed, etc.
Joel Enterprises v. Oelrich Construction.
Lease Dispute
Suit Dismissed

4. Within the past 5 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
N/A

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes_____ No_X_____ If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes X_____ No_____ If no, please explain why?

7. List the status of all pending claims currently filed against your company:
N/A

8. In the last ten (10) years, has the CMR Firm/Team ever been in bankruptcy or receivership?
Yes_____ No__X_____

If yes, please explain in detail:

9. In the last five (5) years, has OSHA cited and assessed penalties against the CMR Firm/Team for violations of its safety or health regulations? Yes_____ No__X____

If yes, please explain in detail:

10. Has the Environmental Protection Agency or any Florida Water Management District cited and assessed penalties against the CMR Firm/Team or the owner of a project during the time in which the parties were performing on a contract? Yes__X_____ No_____

If yes, please explain in detail:
A civil citation was issued by the Alachua County Department of Environmental protection for a sewage spill on the Possum Creek Project for Gainesville Regional Utilities in April of 2018. The citation was paid in full and and all mitigation efforts were satisfactorily completed.

11. Has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the CMR Firm/Team due to non-payment or contractor losses? Yes_____ No_____X___

If yes, please explain in detail:

Liquidated Damages
1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes_____ No___X_____

If yes, please explain in detail:

Mayor
Rusty Johnson

City Manager
Robert Frank

Commissioners
Larry Brinson Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

January 25, 2023

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #23-004
CONSTRUCTION MANAGER AT RISK FOR
FLORAL STREET WATER, SEWER AND ROAD RECONSTRUCTION

This addendum shall modify and become a part of the original RFQ Documents for RFQ #23-004. This addendum consists of two (2) pages, including attachments. Respondents should acknowledge receipt of this addendum in their qualification package submission. Failure to do so may subject the Respondent to disqualification. **The RFQ submission deadline has changed.**

Subsequent to the solicitation for RFQ #23-004 going live on Bonfire, the city was made aware that the required advertisement did not publish in the Orlando Sentinel on January 22, 2023 as indicated in the RFQ Documents. In order to comply with the advertising requirements of § 255.0525 (2), Florida Statutes, the submission deadline has changed. Additionally, the deadline for questions has changed. The new dates are as follows:

Deadline for Questions: **February 15, 2023, 2:00 p.m. local time**

Submission Deadline: **February 28, 2023, 2:00 p.m. local time**

Shannon Hopper

Shannon Hopper
Purchasing Technician

cc: Jamie Croteau, Utilities Director

Attachment: Legal Advertisement

State of Florida

Veteran Business Certification

Oelrich Construction, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/22/2021 to 01/22/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

ocoee
florida

OELRICH
CONSTRUCTION
INC.

THANK YOU FOR YOUR
Time & Consideration

OELRICH CONSTRUCTION, INC.
428 S. Dillard St. Suite 103 I Winter Garden, FL 34787
Phone: 352.745.7877 *Fax:* 352.745.7878
www.oelrichconstruction.com

RFQ#23-004 CM-At Risk

Floral Street Water, Sewer, and Road Reconstruction

IVAN OELRICH
PRESIDENT & PRINCIPAL

COLORADO STATE UNIVERSITY
B.S., CONSTRUCTION MANAGEMENT

- EXECUTIVE MANAGEMENT
- VISION & DIRECTION
- QUALITY CONTROL & ASSURANCE
- CLIENT SUPPORT

MATTHEW MARINO
PRECONSTRUCTION MANAGER

UNIVERSITY OF FLORIDA
B.S., BUSINESS ADMINISTRATION

- PRECONSTRUCTION MANAGEMENT
- COST CONTROL
- SCHEDULE DEVELOPMENT
- CONTRACT REVIEW

ETHAN NEWPORT
PROJECT MANAGER

SANTA FE COLLEGE
A.S., BUILDING CONSTRUCTION

- PRIMARY CLIENT CONTACT
- BIWEEKLY PROJECT MEETINGS
- SCHEDULE OVERSIGHT
- PHASING STRATEGY

COZART LAWRENCE
SUPERINTENDENT

SEMINOLE COMMUNITY COLLEGE
EMERGENCY MEDICAL TECH: FIRE SCIENCE

- SITE LOGISTICS & PREPARATION
- SAFETY EDUCATION
- QUALITY CONTROL
- SUBCONTRACT MANAGEMENT

DISCOVERY RESEARCH DEVELOPMENT EXECUTION FOLLOW-UP

TEAM APPROACH

ITERATIVE COST ESTIMATES

IMMEDIATE PROCUREMENT PROCESS

VALUE ENGINEERING

Downtown Floral Street Project

PROJECT SCOPE

Construct 260' of 8" WM

Construct 15' 2" WM to Connect 2" WM & Abandon 100' of 2" WM

115' 2" WM to be Relocated & 25' Constructed to Loop 2" WM

Remove & Upgrade 490' of 8" WM

Connect to existing Sanitary Sewer

Remove & Upgrade 335' of 8" WM

Remove 400' of 2" WM & Install 400' of 6" WM

W Oakland Avenue
W Oakland Street
N Kissimmee Avenue
S Kissimmee Avenue
Taylor Street
N Cumberland Avenue
S Cumberland Avenue
N Bluford Avenue
S Bluford Avenue
W Mckey Street
E Mckey Street
Sills Alley
Floral Street
Magnolia Street
Lafayette Street
16" Transmission FM

8" SS GM
2" PW
3/4" PW
4" PW
6" PW
8" PW

Legend

Potable Water Features

- Existing Potable Water Main Line
- Water Hydrant (Ocoee)
- Potable Water Main Line to be Constructed, Removed, or Replaced

Sanitary Sewer Features

- Existing Sewer Gravity Main
- Existing Manhole
- Existing Sewer Pressurized Mains
- Proposed Manhole
- Proposed Sewer Gravity Main

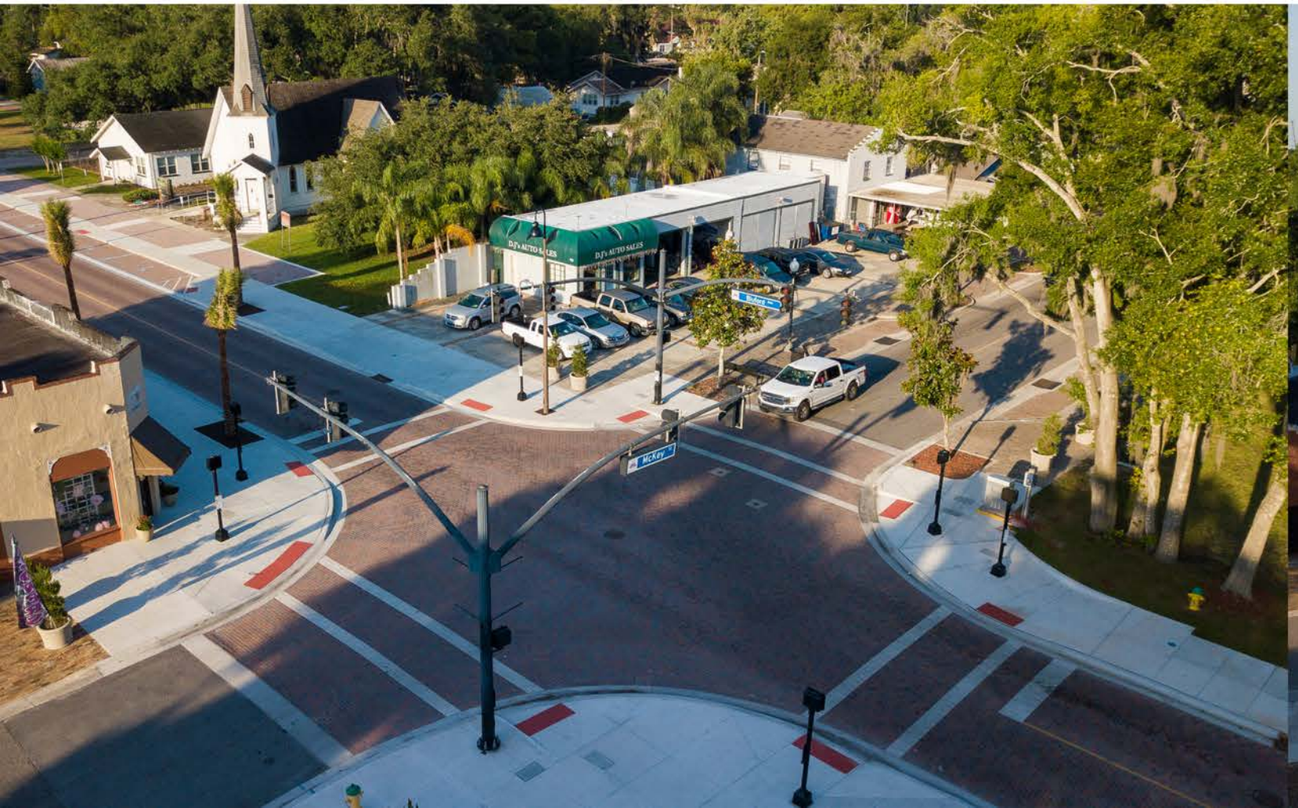
N

1:1,325

Last Updated: December 12, 2022

PROJECT TIMELINE

PRECONSTRUCTION	PHASE 1: FLORAL ST. & NORTH CUMBERLAND	PHASE 2: SOUTH CUMBERLAND & SILLS ALLEY	CLOSEOUT	COMPLETION
APRIL 12, 2023	OCTOBER 13, 2023	JANUARY 26, 2024	MAY 2, 2024	MAY 16, 2024



Downtown Floral Street Project

PHASING PLAN

PHASE 1: FLORAL STREET & NORTH CUMBERLAND AVE

PHASE 2: SOUTH CUMBERLAND & SILLS ALLEY

LAYDOWN AREA

Construct 260' of 8" WM

Construct 15' 2" WM to Connect 2" WM & Abandon 100' of 2" WM

115' 2" WM to be Relocated & 25' Constructed to Loop 2" WM

Remove & Upgrade 490' of 8" WM

Connect to existing Sanitary Sewer

Remove & Upgrade 335' of 8" WM

Remove 400' of 2" WM & Install 400' of 6" WM

W Oakland Avenue
W Oakland Street
N Kissimmee Avenue
S Kissimmee Avenue
Taylor Street
N Cumberland Avenue
S Cumberland Avenue
W Mckey Street
E Mckey Street
Sills Alley
Floral Street
Magnolia Street
Lafayette Street
16" Transmission FM

Legend

Potable Water Features

- Existing Potable Water Main Line
- Water Hydrant (Ocoee)
- Potable Water Main Line to be Constructed, Removed, or Replaced

Sanitary Sewer Features

- Existing Sewer Gravity Main
- Existing Manhole
- Existing Sewer Pressurized Mains
- Proposed Manhole
- Proposed Sewer Gravity Main

N

1:1,325

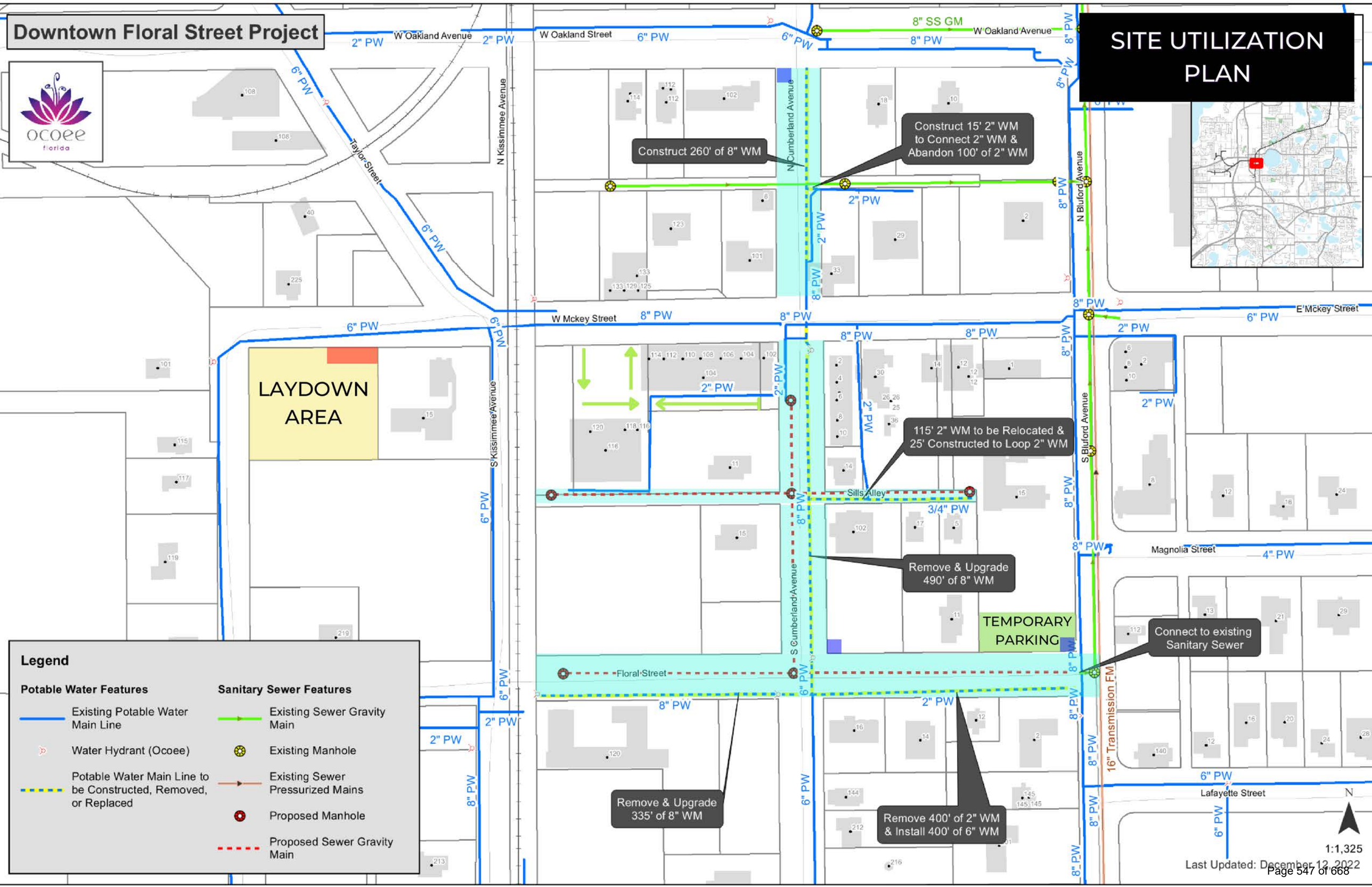
Last Updated: December 12, 2022

E Delaware

STOP
E Delaware

Downtown Floral Street Project

SITE UTILIZATION PLAN



Downtown Floral Street Project

PHASING PLAN

PHASE 1: FLORAL STREET & NORTH CUMBERLAND AVE

Construct 260' of 8" WM

Construct 15' 2" WM to Connect 2" WM & Abandon 100' of 2" WM

115' 2" WM to be Relocated & 25' Constructed to Loop 2" WM

Remove & Upgrade 490' of 8" WM

Connect to existing Sanitary Sewer

Remove & Upgrade 335' of 8" WM

Remove 400' of 2" WM & Install 400' of 6" WM

LAYDOWN AREA

W Oakland Avenue
W Oakland Street
N Kissimmee Avenue
S Kissimmee Avenue
Taylor Street
N Cumberland Avenue
S Cumberland Avenue
W Mckey Street
E Mckey Street
S Bluford Avenue
Sills Alley
Floral Street
Magnolia Street
Lafayette Street
16" Transmission FM

8" SS GM
8" PW
6" PW
2" PW
3/4" PW
4" PW

Legend

Potable Water Features

- Existing Potable Water Main Line
- Water Hydrant (Ocoee)
- Potable Water Main Line to be Constructed, Removed, or Replaced

Sanitary Sewer Features

- Existing Sewer Gravity Main
- Existing Manhole
- Existing Sewer Pressurized Mains
- Proposed Manhole
- Proposed Sewer Gravity Main

N

1:1,325

Last Updated: December 12, 2022

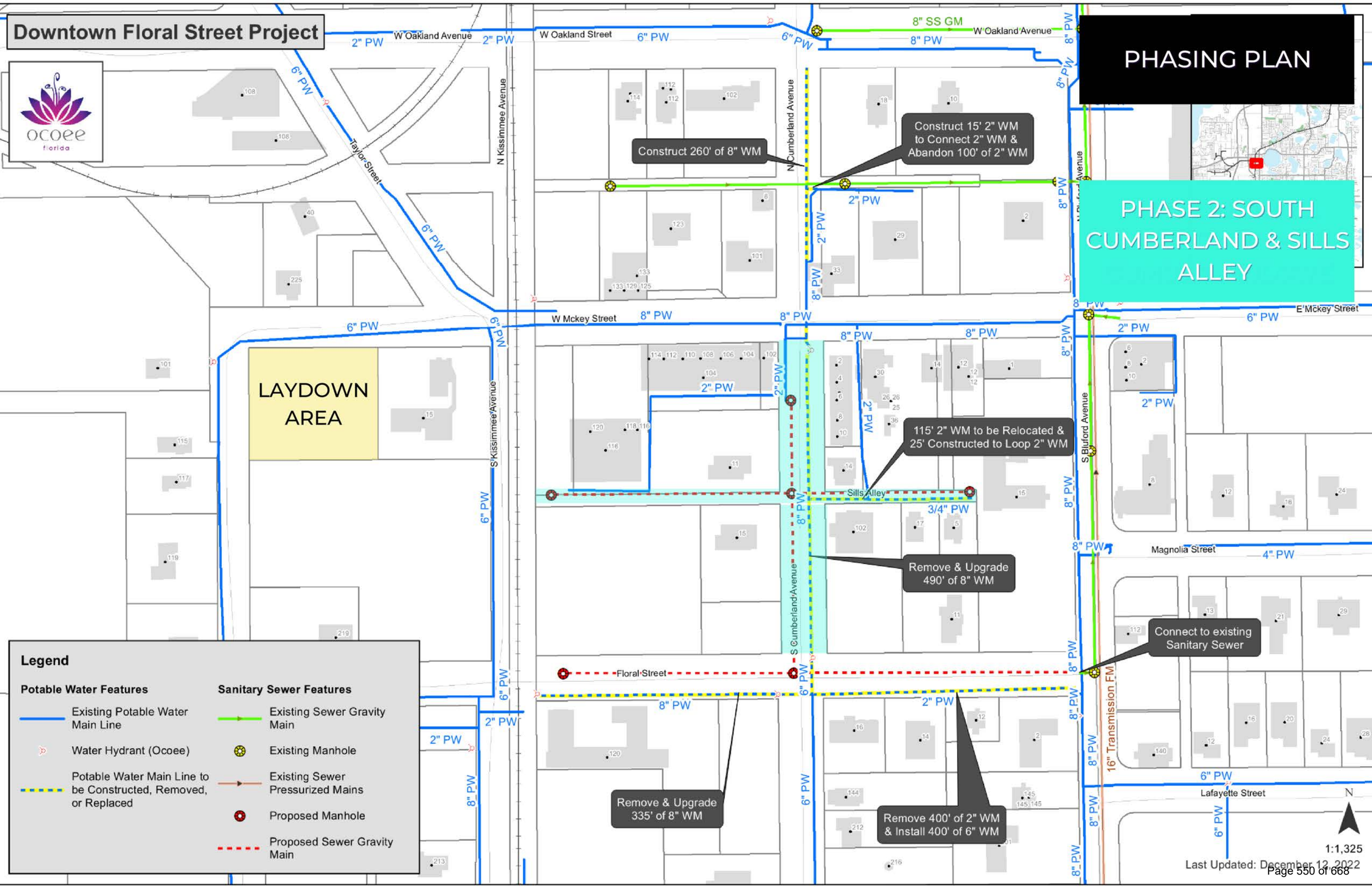
OELRICH CONSTRUCTION

PHASE 1

Downtown Floral Street Project

PHASING PLAN

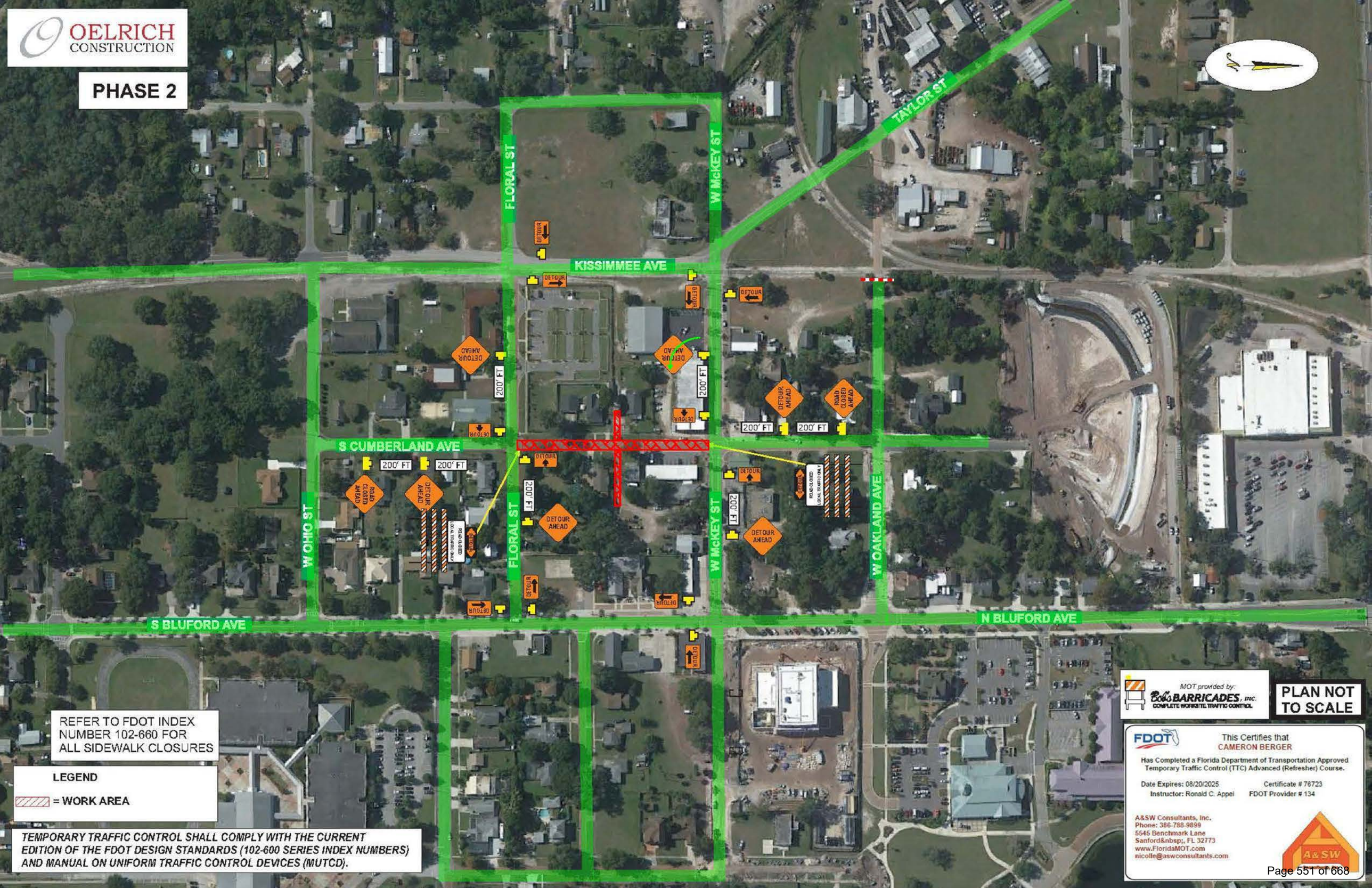
PHASE 2: SOUTH CUMBERLAND & SILLS ALLEY



Last Updated: December 12, 2022

OELRICH CONSTRUCTION

PHASE 2



REFER TO FDOT INDEX NUMBER 102-660 FOR ALL SIDEWALK CLOSURES

LEGEND

= WORK AREA

TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (102-600 SERIES INDEX NUMBERS) AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

MOT provided by: Bob's BARRICADES, INC. COMPLETE WORKSITE TRAFFIC CONTROL

PLAN NOT TO SCALE

FDOT

This Certifies that
CAMERON BERGER

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 08/20/2025 Certificate # 76723
Instructor: Ronald C. Appel FDOT Provider # 134

A&SW Consultants, Inc.
Phone: 386-788-9899
5545 Benchmark Lane
Sanford , FL 32773
www.FloridaMOT.com
nicolle@aswconsultants.com

A&SW

APPENDIX

BLUFORD AVENUE
THE CITY OF OCOEE

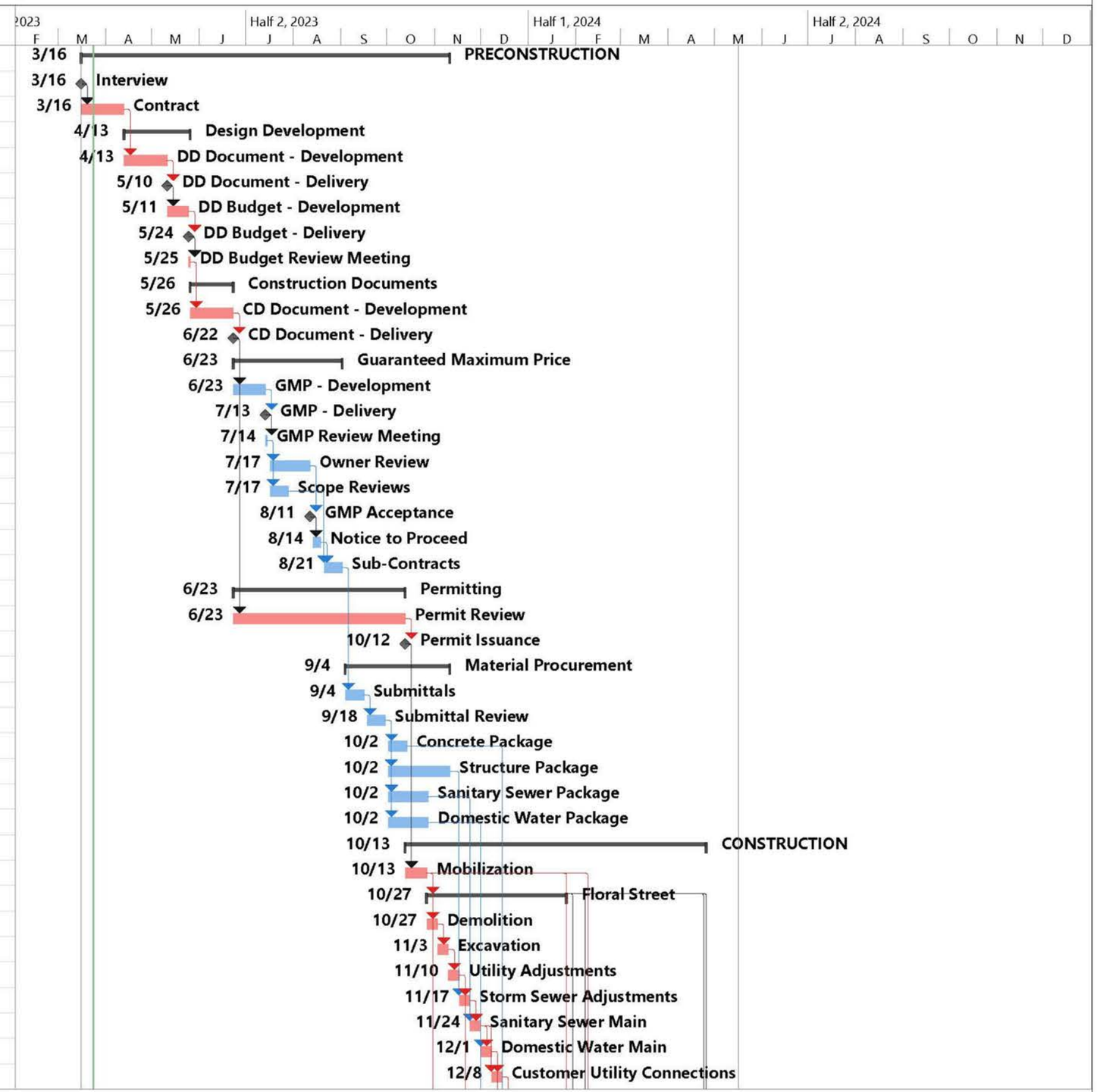
FULLERS CROSS & APOPKA ROAD

THE CITY OF OCOEE

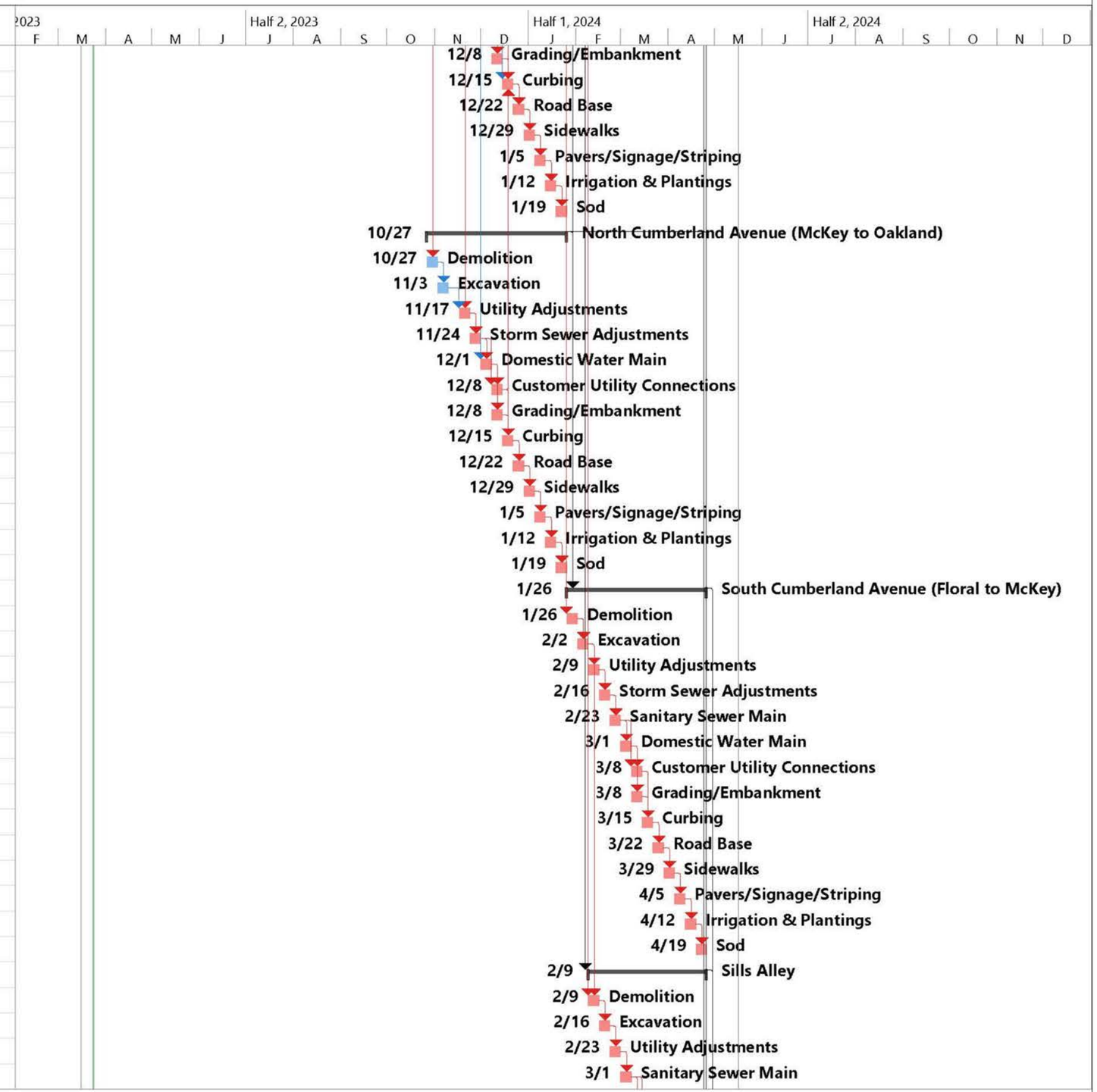
SOUTH MAIN STREET
THE CITY OF GAINESVILLE

City of Ocoee - Floral Street Reconstruction

ID	Task Name	Duration	Start	Finish
1	**PRECONSTRUCTION**	**172 days**	**Thu 3/16/23**	**Fri 11/10/23**
2	Interview	0 days	Thu 3/16/23	Thu 3/16/23
3	Contract	20 days	Thu 3/16/23	Wed 4/12/23
4	**Design Development**	**31 days**	**Thu 4/13/23**	**Thu 5/25/23**
5	DD Document - Development	20 days	Thu 4/13/23	Wed 5/10/23
6	DD Document - Delivery	0 days	Wed 5/10/23	Wed 5/10/23
7	DD Budget - Development	10 days	Thu 5/11/23	Wed 5/24/23
8	DD Budget - Delivery	0 days	Wed 5/24/23	Wed 5/24/23
9	DD Budget Review Meeting	1 day	Thu 5/25/23	Thu 5/25/23
10	**Construction Documents**	**20 days**	**Fri 5/26/23**	**Thu 6/22/23**
11	CD Document - Development	20 days	Fri 5/26/23	Thu 6/22/23
12	CD Document - Delivery	0 days	Thu 6/22/23	Thu 6/22/23
13	**Guaranteed Maximum Price**	**51 days**	**Fri 6/23/23**	**Fri 9/1/23**
14	GMP - Development	15 days	Fri 6/23/23	Thu 7/13/23
15	GMP - Delivery	0 days	Thu 7/13/23	Thu 7/13/23
16	GMP Review Meeting	1 day	Fri 7/14/23	Fri 7/14/23
17	Owner Review	20 days	Mon 7/17/23	Fri 8/11/23
18	Scope Reviews	10 days	Mon 7/17/23	Fri 7/28/23
19	GMP Acceptance	0 days	Fri 8/11/23	Fri 8/11/23
20	Notice to Proceed	5 days	Mon 8/14/23	Fri 8/18/23
21	Sub-Contracts	10 days	Mon 8/21/23	Fri 9/1/23
22	**Permitting**	**80 days**	**Fri 6/23/23**	**Thu 10/12/23**
23	Permit Review	80 days	Fri 6/23/23	Thu 10/12/23
24	Permit Issuance	0 days	Thu 10/12/23	Thu 10/12/23
25	**Material Procurement**	**50 days**	**Mon 9/4/23**	**Fri 11/10/23**
26	Submittals	10 days	Mon 9/4/23	Fri 9/15/23
27	Submittal Review	10 days	Mon 9/18/23	Fri 9/29/23
28	Concrete Package	10 days	Mon 10/2/23	Fri 10/13/23
29	Structure Package	30 days	Mon 10/2/23	Fri 11/10/23
30	Sanitary Sewer Package	20 days	Mon 10/2/23	Fri 10/27/23
31	Domestic Water Package	20 days	Mon 10/2/23	Fri 10/27/23
32	**CONSTRUCTION**	**140 days**	**Fri 10/13/23**	**Thu 4/25/24**
33	Mobilization	10 days	Fri 10/13/23	Thu 10/26/23
34	**Floral Street**	**65 days**	**Fri 10/27/23**	**Thu 1/25/24**
35	Demolition	5 days	Fri 10/27/23	Thu 11/2/23
36	Excavation	5 days	Fri 11/3/23	Thu 11/9/23
37	Utility Adjustments	5 days	Fri 11/10/23	Thu 11/16/23
38	Storm Sewer Adjustments	5 days	Fri 11/17/23	Thu 11/23/23
39	Sanitary Sewer Main	5 days	Fri 11/24/23	Thu 11/30/23
40	Domestic Water Main	5 days	Fri 12/1/23	Thu 12/7/23
41	Customer Utility Connections	5 days	Fri 12/8/23	Thu 12/14/23

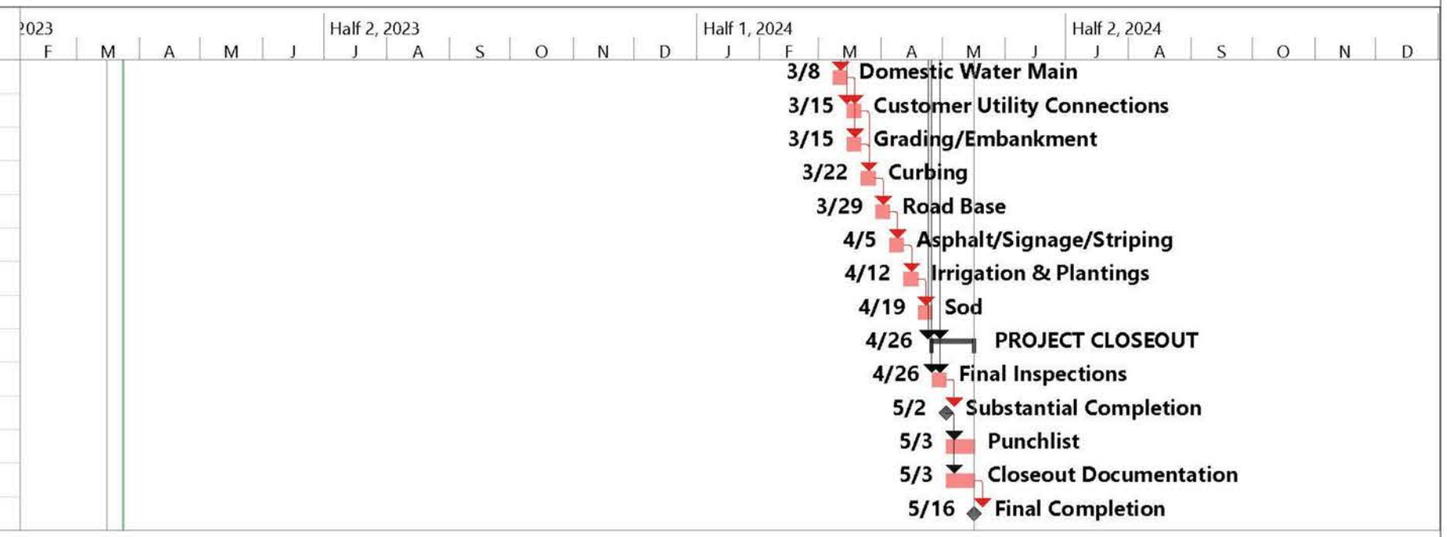


ID	Task Name	Duration	Start	Finish
42	Grading/Embankment	5 days	Fri 12/8/23	Thu 12/14/23
43	Curbing	5 days	Fri 12/15/23	Thu 12/21/23
44	Road Base	5 days	Fri 12/22/23	Thu 12/28/23
45	Sidewalks	5 days	Fri 12/29/23	Thu 1/4/24
46	Pavers/Signage/Striping	5 days	Fri 1/5/24	Thu 1/11/24
47	Irrigation & Plantings	5 days	Fri 1/12/24	Thu 1/18/24
48	Sod	5 days	Fri 1/19/24	Thu 1/25/24
49	**North Cumberland Avenue (McKey to Oakland)**	**65 days**	**Fri 10/27/23**	**Thu 1/25/24**
50	Demolition	5 days	Fri 10/27/23	Thu 11/2/23
51	Excavation	5 days	Fri 11/3/23	Thu 11/9/23
52	Utility Adjustments	5 days	Fri 11/17/23	Thu 11/23/23
53	Storm Sewer Adjustments	5 days	Fri 11/24/23	Thu 11/30/23
54	Domestic Water Main	5 days	Fri 12/1/23	Thu 12/7/23
55	Customer Utility Connections	5 days	Fri 12/8/23	Thu 12/14/23
56	Grading/Embankment	5 days	Fri 12/8/23	Thu 12/14/23
57	Curbing	5 days	Fri 12/15/23	Thu 12/21/23
58	Road Base	5 days	Fri 12/22/23	Thu 12/28/23
59	Sidewalks	5 days	Fri 12/29/23	Thu 1/4/24
60	Pavers/Signage/Striping	5 days	Fri 1/5/24	Thu 1/11/24
61	Irrigation & Plantings	5 days	Fri 1/12/24	Thu 1/18/24
62	Sod	5 days	Fri 1/19/24	Thu 1/25/24
63	**South Cumberland Avenue (Floral to McKey)**	**65 days**	**Fri 1/26/24**	**Thu 4/25/24**
64	Demolition	5 days	Fri 1/26/24	Thu 2/1/24
65	Excavation	5 days	Fri 2/2/24	Thu 2/8/24
66	Utility Adjustments	5 days	Fri 2/9/24	Thu 2/15/24
67	Storm Sewer Adjustments	5 days	Fri 2/16/24	Thu 2/22/24
68	Sanitary Sewer Main	5 days	Fri 2/23/24	Thu 2/29/24
69	Domestic Water Main	5 days	Fri 3/1/24	Thu 3/7/24
70	Customer Utility Connections	5 days	Fri 3/8/24	Thu 3/14/24
71	Grading/Embankment	5 days	Fri 3/8/24	Thu 3/14/24
72	Curbing	5 days	Fri 3/15/24	Thu 3/21/24
73	Road Base	5 days	Fri 3/22/24	Thu 3/28/24
74	Sidewalks	5 days	Fri 3/29/24	Thu 4/4/24
75	Pavers/Signage/Striping	5 days	Fri 4/5/24	Thu 4/11/24
76	Irrigation & Plantings	5 days	Fri 4/12/24	Thu 4/18/24
77	Sod	5 days	Fri 4/19/24	Thu 4/25/24
78	**Sills Alley**	**55 days**	**Fri 2/9/24**	**Thu 4/25/24**
79	Demolition	5 days	Fri 2/9/24	Thu 2/15/24
80	Excavation	5 days	Fri 2/16/24	Thu 2/22/24
81	Utility Adjustments	5 days	Fri 2/23/24	Thu 2/29/24
82	Sanitary Sewer Main	5 days	Fri 3/1/24	Thu 3/7/24



City of Ocoee - Floral Street Reconstruction

ID	Task Name	Duration	Start	Finish
83	Domestic Water Main	5 days	Fri 3/8/24	Thu 3/14/24
84	Customer Utility Connections	5 days	Fri 3/15/24	Thu 3/21/24
85	Grading/Embankment	5 days	Fri 3/15/24	Thu 3/21/24
86	Curbing	5 days	Fri 3/22/24	Thu 3/28/24
87	Road Base	5 days	Fri 3/29/24	Thu 4/4/24
88	Asphalt/Signage/Striping	5 days	Fri 4/5/24	Thu 4/11/24
89	Irrigation & Plantings	5 days	Fri 4/12/24	Thu 4/18/24
90	Sod	5 days	Fri 4/19/24	Thu 4/25/24
91	**PROJECT CLOSEOUT**	**15 days**	**Fri 4/26/24**	**Thu 5/16/24**
92	Final Inspections	5 days	Fri 4/26/24	Thu 5/2/24
93	Substantial Completion	0 days	Thu 5/2/24	Thu 5/2/24
94	Punchlist	10 days	Fri 5/3/24	Thu 5/16/24
95	Closeout Documentation	10 days	Fri 5/3/24	Thu 5/16/24
96	Final Completion	0 days	Thu 5/16/24	Thu 5/16/24



CONTACT US

428 S. Dillard St. Suite 103
Winter Garden, FL 34787

(352) 745-7877

www.oelrichconstruction.com

RFQ #23-004
CONSTRUCTION MANAGER AT RISK FOR FLORAL STREET WATER, SEWER, AND ROAD RECONSTRUCTION
EVALUATION FORM/SHORTLIST FOR RECOMMENDATION OF AWARD AFTER INTERVIEWS

Respondent		**J. Malever Construction, Inc.**	Oelrich Construction, Inc.	Prime Construction Group, Inc.
Evaluator 1		**1**	3	2
Evaluator 2		**1**	3	2
Evaluator 3		**1**	3	2
Evaluator 4		**1**	3	2
TOTAL		**4**	12	8
RANKING		**1**	3	2

Note: Lowest Total is Highest Ranking

After interviewing the three responding firms, the Evaluation Committee recommends award to the top ranked firm J. Malever Construction, Inc.

RFQ #23-004 CONSTRUCTION MANAGER AT RISK
FOR
FLORAL STREET WATER, SEWER AND ROAD RECONSTRUCTION
INDIVIDUAL EVALUATION FORM

Individual Evalution Form

Evaluation Criteria	J. Malever Construction, Inc.	Oelrich Construction, Inc.	Prime Construction Group, Inc.
Overal expertise of the CMR to provide reqeusted services: General Civil; Roadway and other transportation; Environmental and stormwater; Potable water, sanitary sewer, and reclaimed water utilities (0-30 Points)	28	24	26
Past performance and experience of the CMR Project Team (0-30 Points)	29	16	26
Project approach and understanding of the project (0-20 Points)	19	14	17
Current and projected workload of the CMR (0-10 Points)	8	8	8
CMR's Office location and proximity to Ocoee City Hall (0-5 Points)	4	4	4
Certified small or minority business, women's business enterprise, or labor surplus area firm (0-5 Points)	0	5	0
TOTAL POINTS (0-100 Points)	88	71	81
Member Ranking (1-3)	1	3	2

Evaluator's Name Jennifer Bolling

Evaluator's Signature Jen Bolling

Evaluator #1

RFQ #23-004 CONSTRUCTION MANAGER AT RISK
FOR
FLORAL STREET WATER, SEWER AND ROAD RECONSTRUCTION
INDIVIDUAL EVALUATION FORM

Individual Evalution Form

Evaluation Criteria	J. Malever Construction, Inc.	Oelrich Construction, Inc.	Prime Construction Group, Inc.
Overal expertise of the CMR to provide reqeusted services: General Civil; Roadway and other transportation; Environmental and stormwater; Potable water, sanitary sewer, and reclaimed water utilities (0-30 Points)	29	26	28
Past performance and experience of the CMR Project Team (0-30 Points)	29	~~28~~ 18	27
Project approach and understanding of the project (0-20 Points)	15	13	15
Current and projected workload of the CMR (0-10 Points)	8	8	7
CMR's Office location and proximity to Ocoee City Hall (0-5 Points)	4	4	4
Certified small or minority business, women's business enterprise, or labor surplus area firm (0-5 Points)	0	5	0
TOTAL POINTS (0-100 Points)	85 4	9 74	4 81
Member Ranking (1-3)	1	3	2

Evaluator's Name Jamie Cadeau

Evaluator's Signature

Evaluator #2

RFQ #23-004 CONSTRUCTION MANAGER AT RISK
FOR
FLORAL STREET WATER, SEWER AND ROAD RECONSTRUCTION
INDIVIDUAL EVALUATION FORM

Individual Evalution Form

Evaluation Criteria	J. Malever Construction, Inc.	Oelrich Construction, Inc.	Prime Construction Group, Inc.
Overal expertise of the CMR to provide reqeusted services: General Civil; Roadway and other transportation; Environmental and stormwater; Potable water, sanitary sewer, and reclaimed water utilities (0-30 Points)	28	25	27
Past performance and experience of the CMR Project Team (0-30 Points)	29	15	23
Project approach and understanding of the project (0-20 Points)	15	19	17
Current and projected workload of the CMR (0-10 Points)	9	8	7
CMR's Office location and proximity to Ocoee City Hall (0-5 Points)	4	4	4
Certified small or minority business, women's business enterprise, or labor surplus area firm (0-5 Points)	0	5	0
TOTAL POINTS (0-100 Points)	**85**	**76**	**78**
Member Ranking (1-3)	**1**	**3**	**2**

Evaluator's Name T'Jean Tomlinson

Evaluator's Signature

Evaluator #3

RFQ #23-004 CONSTRUCTION MANAGER AT RISK
FOR
FLORAL STREET WATER, SEWER AND ROAD RECONSTRUCTION
INDIVIDUAL EVALUATION FORM

Individual Evalution Form

Evaluation Criteria	J. Malever Construction, Inc.	Oelrich Construction, Inc.	Prime Construction Group, Inc.
Overal expertise of the CMR to provide reqeusted services: General Civil; Roadway and other transportation; Environmental and stormwater; Potable water, sanitary sewer, and reclaimed water utilities (0-30 Points)	IN HOUSE CONTROL 28	GC-SUB ALL WORK. 24	IN HOUSE CONTROL. 27
Past performance and experience of the CMR Project Team (0-30 Points)	METHODOLOGY. 28	COMMUNICATION 24	COMMUNICATION 27
Project approach and understanding of the project (0-20 Points)	15	14	15
Current and projected workload of the CMR (0-10 Points)	8	8	8
CMR's Office location and proximity to Ocoee City Hall (0-5 Points)	4	4	4
Certified small or minority business, women's business enterprise, or labor surplus area firm (0-5 Points)	0	5	0
TOTAL POINTS (0-100 Points)	4 83	9 79	4 81
Member Ranking (1-3)	1	3	2

Evaluator's Name STEPHEN C KRUG

Evaluator's Signature

Evaluator #4

Mayor
Rusty Johnson

City Manager
Robert Frank

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
, District 4

MEMORANDUM

TO: **Shannon Hopper, Purchasing Technician**

FROM: **Jamie Croteau, Utilities Director**

DATE: **April 3, 2023**

RE: **Contract Award Recommendation**
RFQ #23-004 Construction Manager at Risk
Floral Street Water, Sewer, and Road Reconstruction

Utilities recommends award of the Construction Manager at Risk (CMR) for the Floral Street Water, Sewer, and Road Reconstruction, RFQ No. 23-004, to J. Malever Construction, Inc., of Groveland, Florida. The City received qualification packages from J. Malever Construction, Inc., Oelrich Construction, Inc., and Prime Construction Group and interviewed each company. The evaluation committee unanimously selected J. Malever Construction, Inc., for the project based on their full understanding of the project scope and their project approach. The City has had numerous positive work experiences with J. Malever Construction, Inc., including (2) of the prior projects in downtown Ocoee. Their experience includes the completion of municipal projects throughout Florida that are similar to this project in both size and scope.

Utilities requests City Commission approval for the City Manager and staff to negotiate up to, but not exceeding, a budget amount of $45,000.00 for preconstruction and design services and up to, but not to exceed, a percentage rate of 9% for the construction management fee. The next step in the CMR process will be to negotiate the Guaranteed Maximum Price (GMP) and completion date for the various elements of construction, which will be brought before the City Commission for approval at a later date.

This project will extend the gravity sewer system and water main, as well as upgrade the existing potable water system in this area, all of which are part of the Downtown Master Plan and are vital to stimulate the development in the downtown Ocoee area. This project will be funded by bond proceeds and other dollars appropriated by the City Commission.

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 8

Contact Name: Joyce Tolbert
Contact Number: Ext. 1516

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Approval for Declaration of City Surplus Property. (Procurement Manager Tolbert)

Background Summary:

The attached is a departmental listing of items requested to be declared as surplus property. A tentative listing was given to all departments allowing an opportunity to request any items meeting their departmental needs; all requests for transfer were approved by the City Manager, and removed from the surplus list. The Police Department's unclaimed evidence & abandoned property have been transferred to the City per the attached memorandum. The items on the list identified as **ID Code "D"** will be donated to the First Response Training Group-Fire Academy, Orlando, FL, per the attached request.

The City is currently under contract with George Gideon Auctioneers, Inc., Zellwood, Florida for the public sale of the City's surplus property, which piggybacks the School District of Osceola County's terms and conditions. These items are identified on the list as **ID Code "G".** Due to market demand, Gideon is now performing online auctions only; however, Gideon will continue to act as the dealer in transferring all titles and collecting sales tax, collecting payments, taking auction pictures and listing each item, which includes answering questions and showing the items to the public. This action will present the City with the opportunity of a larger coverage area with more convenience for the public, and would alleviate the overtime costs and auctioneer fees incurred in conducting the auction in-house. The City successfully used Gideon for previous surplus sales, and found the proceeds received for items sold by Gideon to be comparable to those sold directly by the City or other online auction platforms.

Gideon receives 2.5% commission on all titled items (vehicles/on road equipment), 6% on all non-titled items and a 10% buyer paid premium, which is common for this industry. Any items that do not sell will be listed again, or other selling options will be explored by Staff and brought back to the City Commission for approval. A detailed report of all items sold and their respective amounts will be forwarded to the City along with payment within fourteen (14) business days of the end of the auction.

The surplus items will be delivered to the Gideon property located at 2753 N. Hwy. 441, Zellwood, FL 32798. The public inspection of items at the auction site is during business hours, from 9:00 a.m. to 4:00 p.m., 3:00 p.m. for deliveries. A link to the City's surplus auctions on Gideon's auction site will be placed on the City's website. The notice of auction will be advertised in the Orlando Sentinel, the West Orange Times, and the City's website.

Issue:

Should the City Commission declare the attached listed items as surplus property and approve the disposition thereof?

Recommendations:

Staff requests that the Honorable Mayor & City Commissioners:

1. Declare the items listed as surplus property; and
2. Approve George Gideon Auctioneers Inc. for the public online sale of the City's surplus property; and
3. Approve the donation of surplus property listed to the First Response Training Group - Fire Academy.

Attachments:

1. City of Ocoee Surplus List FY 22-23
2. Unclaimed Property Transfer
3. First Response Training Group-Fire Academy

Financial Impacts:

City expenses would be administrative and labor to move or prepare the items for sale, plus auction fees. However, the money received for all items sold should offset these expenses. Auction proceeds will be deposited back into the respective funds, and the City Commission will be notified of the final auction proceeds.

Type of Item: Consent

City of Ocoee
FY 22/23 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
1	G	Human Resources	Fargo DTC 4500e	B6300727	FG#055000	ID machine	EQP1252	still works/replaced upgraded
2	G	Finance/U-C	Canon F156600		DTS95502	Printer/Scanner manufactured in 2012	N/A	Printer/scanner is old and the top is broken, still prints but not very well.
4	G	Support Services	Dell	PowerEdge R210 II	J0248Y1	Server	EQP0054	Hard Drive removed
5	G	Support Services	Dell	PowerEdge R210 II	9DHW9Y1	Server	EQP0057	Hard Drive removed
6	G	Support Services	Dell	PowerEdge R210 II	9DGX9Y1	Server	EQP0058	Hard Drive removed
7	G	Support Services	Dell	PowerEdge R210 II	9DHV9Y1	Server	EQP0059	Hard Drive removed
8	G	Support Services	Dell	PowerEdge R210 II	11KTFZ1	Server	EQP1105	Hard Drive removed
9	G	Support Services	Dell	PowerEdge 2900	930V5F1	Server	CPU0858	Hard Drive removed
10	G	Support Services	Dell	PowerEdge 2900	413V5F1	Server	CPU0859	Hard Drive removed
11	G	Support Services	Dell	Optiplex 745	14G4JC1	Desktop - Big	CPU0829	Hard Drive removed
13	G	Support Services	Dell	Optiplex 780 SFF	300SDP1	Desktop - C2Duo - E8400 3.0 GHz;4GB;	CPU0998	Hard Drive removed
14	G	Support Services	Dell	Optiplex 380	2Y4VFQ1	Desktop	N/A	Hard Drive removed
15	G	Support Services	Dell	Optiplex 9020	GYDBZ12	Desktop - Core i7 4770 3.40GHz;8GB	CPU1297	Hard Drive Removed. Scorching from fan overheat
16	G	Support Services	Dell	OptiPlex 790	3CKKPW1	Desktop	N/A	Hard Drive, Disk Drive, and power converter removed
17	G	Support Services	Dell	OptiPlex 790	3CKMPW1	Desktop	N/A	Hard Drive & Disk Drive removed. Case damaged
18	G	Support Services	Dell	Optiplex 780 USFF	61K7KQ1	Desktop - C2Duo - E8400 3.0 GHz;2GB	CPU1013	Hard Drive removed
19	G	Support Services	Dell	Optiplex 790	5CTJHS1	Core i3 2120 3.3 GHz;4GB;250GB	CPU1024	Hard Drive removed
20	G	Support Services	Dell	Optiplex 790 USFF	89V0JS1	Desktop - Core i3 2120 3.3 GHz;4GB	CPU1034	Hard Drive removed
21	G	Support Services	Dell	Optiplex 790	8B37JS1	Desktop - Core i3 2120 3.3 GHz;4GB	CPU1040	Hard Drive removed
22	G	Support Services	Dell	Optiplex 790 USFF	8B40JS1	Desktop - Core i3 2120 3.3 GHz;4GB	CPU1045	Hard Drive removed
23	G	Support Services	Dell	Optiplex 790 USFF	1D8G5V1	Desktop - Core i3 2120 3.3 GHz;4GB	CPU1062	Hard Drive removed
24	G	Support Services	Dell	Optiplex 790 USFF	8NMLXV1	Desktop - Core i3 2120 3.3 GHz;4GB	CPU1072	Hard Drive removed
25	G	Support Services	Dell	Optiplex 790 USFF	8NMMXV1	Desktop - Core i3 2120 3.3 GHz;4GB	CPU1077	Hard Drive removed, Case damaged, Disk Drive Removed
27	G	Support Services	Dell	Optiplex 3040 SFF	7JJ4DD2	Desktop - Core I5; 8GB RAM	CPUUNK / CPU1414	Hard Drive removed
28	G	Support Services	Dell	Optiplex3020	GNFK982	Desktop - Core i5	CPUUNK12	Hard Drive removed
29	G	Support Services	Dell	Optiplex3020	CPFK982	Desktop - Core i5	CPUUNK13 / CPU1369	Hard Drive removed
30	G	Support Services	Dell	Optiplex 3010	79688Y1	Desktop - Core i5-3470 3.20GHz;4GB	CPU1142	Hard Drive removed

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
31	G	Support Services	Dell	Optiplex3020	1Z9MB32	Desktop - Core i5-4590 3.3 GHz; 4GB	CPU1345	Hard Drive removed
32	G	Support Services	Dell	Optiplex 7040 SFF	3PB4DD2	Desktop - Core i7	CPU1375	Hard Drive removed
33	G	Support Services	Dell	Optiplex 3040 SFF	BJR0DH2	Desktop - Core I5; 8GB RAM	CPU1422	Hard Drive removed
34	G	Support Services	Dell	Optiplex 3040 SFF	88JQHH2	Desktop - Core I5; 8GB RAM	CPU1438	Hard Drive removed
35	G	Support Services	Dell	Optiplex 3040 SFF	6LDMJH2	Desktop - Core I5; 8GB RAM	CPU1459	Hard Drive removed
36	G	Support Services	Dell	OptiPlex 3050 SSF XCTO	820SXM2	Desktop - Core I5; 8GB RAM	CPU1512	Hard Drive removed
37	G	Support Services	Dell	Latitude 5404	BPXVNY1	Rugged Laptop	CPU1395	Hard Drive removed
38	G	Support Services	Dell	Latitude 5404	FPXVNY1	Rugged Laptop	CPU1409	Hard Drive removed
39	G	Support Services	Dell	Latitude 5404	7RTSNY1	Rugged Laptop	CPU1411	Hard Drive Removed. Touch screen doesn't function properly
40	G	Support Services	Dell	Latitude 12 7202	BC1TNY1	Rugged Tablet	CPU1412	Won't turn on unable to charge. Hard Drive Removed
42	G	Support Services	Panasonic	ToughPad FZ-G1	5CTSA60792	Tablet	CPU1354	Hard Drive removed
44	G	Support Services	Panasonic	Toughpad FZ-G1	5BTSA48326	Tablet	CPU1356	Hard Drive removed
45	G	Support Services	Dell	Latitude D620	F7XTZD1	Laptop	No Tag	Hard Drive removed
46	G	Support Services	Dell	Lattitude D520	25QS7C1	Laptop - Duo T2400 1.86GHz NB;1GB;80GB;15"	CPU0799	Hard Drive removed
47	G	Support Services	Dell	Latitude E6520	4J63GS1	Laptop - Core i5-2520M 2.50 GHz NB;4GB;15.6"	CPU1058	Hard Drive removed
48	G	Support Services	Dell	Latitude XT3	DLMFWN1	Laptop - i3-2330M 2.20GHz NB;4GB;13.3"	CPU1064	Hard Drive removed
49	G	Support Services	Dell	Latitude E6440	8KWML12	Laptop - Core i5-4310M 2.7GHz;8GB;500GB; 14"	CPU1265	Hard Drive removed, casing damage
50	G	Support Services	Dell	Latitude E6440	7GZML12	Laptop - Core i5-4310M 2.7GHz;8GB; 14"	CPU1267	Hard Drive & Battery removed
51	G	Support Services	Dell	Latitude 6440	FFWML12	Laptop - i5, 8Gb Memory	CPU1271	Hard Drive removed
52	G	Support Services	Dell	Latitude E6440	DK3PT32	Laptop - Core i5-4310M 2.7GHz;8GB; Hybrid HDD 14"	CPU1323	Hard Drive removed
53	G	Support Services	Dell	Lattitude E6440	1S3PT32	Laptop - Core i5-4310M 2.7GHz;8GB; Hybrid HDD 14"	CPU1325	Hard Drive removed
56	G	Support Services	Dell	Latitude E5470	B7F0YF2	Laptop -	CPU1452	Hard Drive & Battery Removed. Paritally disassembled
57	G	Support Services	Dell	Latitude 5480	C6H4JM2	Laptop - i5, 8Gb Memory	CPU1507	Hard Drive removed
58	G	Support Services	Dell	Latitude 5490 XCTO	29LZRQ2	Laptop- i5, 8Gb RAM, Fingerprint reader	CPU1553	Hard Drive removed.
59	G	Support Services	Dell	Latitude 5285	4VNZ5H2	Tablet	CPU1476	Hard Drive Removed
60	G	Support Services	Dell	Latitude 5285	JM1KLH2	Tablet	CPU1478	Hard Drive Removed
61	G	Support Services	Dell	Latitude 5285	J07KLH2	Tablet	CPU1481	Hard Drive Removed
62	G	Support Services	Dell	Latitude 5285	GN1KLH2	Tablet	CPU1482	Hard Drive Removed
64	G	Support Services	Dell	Latitude 5290 2-in-1 XCTO	3W3C5Q2	Tablet - i7-8650U 16Gb SSD	CPU1536	Hard Drive Removed
65	G	Support Services	Dell	Latitude 5290 2-in-1	3BJCNQ2	Tablet	CPU1539	Tablet will not charge. Both c-ports are damaged. Case Damage. Hard Drive Removed
66	G	Support Services	Dell	Latitude 5290 2-in-1	C1G0RQ2	Tablet- 16GB, i7 Core, windows 10, Wwan Antenna	CPU1546	Hard Drive Removed

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
67	G	Support Services	Dell	Latitude 5290 2-in-1	7Y9DPV2	Tablet - i7-8650U 16Gb SSD. Non-fingerprint	CPU1585	Hard Drive Removed
68	G	Support Services	Apple	iPad - A1403	DMPJ77F1DNQR	iPad - 16GB; 9.7" Wi-Fi 4G Verizon	CPU0077	Device Wiped
69	G	Support Services	Apple	iPad - A1403	DMPJ77Z3DNQR	iPad - 16GB; 9.7" Wi-Fi 4G Verizon	CPU0078	Device Wiped
70	G	Support Services	Apple	iPad - A1474	DLXLHNLDFK10	iPad	CPU1253	Device Wiped
72	G	Support Services	NetGear	ProSafe - SRX5308	2MV3553S50170	VPN Firewall	N/A	No Known Issues
73	G	Support Services	NetGear	ProSafe - FS116	2EA14A3L50682	Switch	N/A	No Known Issues
74	G	Support Services	ViewSonic	VS13518	S42124660017	Monitor	N/A	No Known Issues, has stand
75	G	Support Services	ViewSonic	VS13518	S42124660019	Monitor	N/A	No Known Issues, has stand
77	D	Fire	Angus	N/A	N/A	(24) 100' long sections of 5" water supply hose, yellow	N/A	Hose is outside its life cycle.
78	D	Fire	Angus	N/A	N/A	(1) 50' long section of 5" water supply hose, yellow	N/A	Hose is outside its life cycle.
79	D	Fire	Key Hose	N/A	N/A	(4) 1.75" handline attack hose, short sections - green striped	N/A	Hose is outside its life cycle.
80	D	Fire	Key Hose	N/A	N/A	(4) 1.75" handline attack hose, 50' sections - yellow striped	N/A	Hose is outside its life cycle.
81	D	Fire	Key Hose	N/A	N/A	(5) 1.75" handline attack hose, 50' sections - red striped	N/A	Hose is outside its life cycle.
82	D	Fire	Key Hose	N/A	N/A	(1) 1.75" handline attack hose, 50' section - blue striped	N/A	Hose is outside its life cycle.
83	D	Fire	Key Hose	N/A	N/A	(5) 1.75" handline attack hose, 50' section - solid orange	N/A	Hose is outside its life cycle.
84	D	Fire	Key Hose	N/A	N/A	(9) 1.75" handline attack hose, 50' section - solid blue	N/A	Hose is outside its life cycle.
85	D	Fire	Key Hose	N/A	N/A	(5) 1.75" handline attack hose, 50' section - solid yellow	N/A	Hose is outside its life cycle.
86	D	Fire	Key Hose	N/A	N/A	(3) 1.75" handline attack hose, 50' section - solid red	N/A	Hose is outside its life cycle.
87	D	Fire	Key Hose	N/A	N/A	(1) 1.75" handline attack hose, 50' section - white	N/A	Hose is outside its life cycle.
88	D	Fire	Key Hose	N/A	N/A	(2) 2.5" hose line, short section - white	N/A	Hose is outside its life cycle.
89	D	Fire	Key Hose	N/A	N/A	(3) 2.5" hose line, short section - yellow	N/A	Hose is outside its life cycle.
90	D	Fire	Key Hose	N/A	N/A	(1) 2.5" hose line, short section - orange	N/A	Hose is outside its life cycle.
91	D	Fire	Key Hose	N/A	N/A	(12) 2.5" hose line, 50' section - white	N/A	Hose is outside its life cycle.
92	D	Fire	Key Hose	N/A	N/A	(5) 2.5" hose line, 50' section - yellow striped	N/A	Hose is outside its life cycle.
93	G	Fire	Office Chairs	N/A	N/A	(10) Green, swivel desk chairs	N/A	Used but still functionable.

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
94	G	Fire	Office Side Chairs	N/A	N/A	(2) Black, cushioned side chairs	N/A	Worn with some peeling
95	G	Fire	Office Chair	N/A	N/A	(1) Black, wood chair	N/A	Used but still functionable.
96	G	Fire	Lazy Boy	N/A	N/A	(7) Station Recliners	N/A	Used but still functionable
97	G	Fire	Medtronic	LifePak500	31087297	Defibrillator (parts only)	N/A	Used & outside of its life cycle
98	G	Fire	Medtronic	LifePak500	33238550	Defibrillator (parts only)	N/A	Used & outside of its life cycle
99	G	Fire	Medtronic	LifePak500	33238560	Defibrillator (parts only)	N/A	Used & outside of its life cycle
100	G	Fire	Medtronic	LifePak500	33238564	Defibrillator (parts only)	N/A	Used & outside of its life cycle
101	G	Fire	Medtronic	LifePak500	33238555	Defibrillator (parts only)	N/A	Used & outside of its life cycle
102	G	Fire	Medtronic	LifePak500	31087296	Defibrillator (parts only)	N/A	Used & outside of its life cycle
103	G	Fire	Medtronic	LifePak500	33238558	Defibrillator (parts only)	N/A	Used & outside of its life cycle
104	G	Fire	Medtronic	LifePak500	31005400	Defibrillator (parts only)	N/A	Used & outside of its life cycle
105	G	Fire	Medtronic	LifePak500	31087294	Defibrillator (parts only)	N/A	Used & outside of its life cycle
106	G	Fire	Medtronic	LifePak500	33238552	Defibrillator (parts only)	N/A	Used & outside of its life cycle
107	G	Fire	Medtronic	LifePak500	33238557	Defibrillator (parts only)	N/A	Used & outside of its life cycle
108	G	Fire	Medtronic	LifePak500	33238562	Defibrillator (parts only)	N/A	Used & outside of its life cycle
109	G	Fire	Medtronic	LifePak500	31087292	Defibrillator (parts only)	N/A	Used & outside of its life cycle
110	G	Fire	Medtronic	LifePak500	31087295	Defibrillator (parts only)	N/A	Used & outside of its life cycle
111	G	Fire	Medtronic	LifePak500	31005399	Defibrillator (parts only)	N/A	Used & outside of its life cycle
112	G	Fire	Medtronic	LifePak500	33238551	Defibrillator (parts only)	N/A	Used & outside of its life cycle
113	G	Fire	Medtronic	LifePak500	33238554	Defibrillator (parts only)	N/A	Used & outside of its life cycle
114	G	Fire	Medtronic	LifePak500	33238563	Defibrillator (parts only)	N/A	Used & outside of its life cycle
115	G	Fire	Medtronic	LifePak500	33238553	Defibrillator (parts only)	N/A	Used & outside of its life cycle
116	G	Fire	Medtronic	LifePak500	33238559	Defibrillator (parts only)	N/A	Used & outside of its life cycle
117	G	Fire	Medtronic	LifePak500	33238549	Defibrillator (parts only)	N/A	Used & outside of its life cycle
118	G	Fire	Medtronic	LifePak500	31087293	Defibrillator (parts only)	N/A	Used & outside of its life cycle
119	G	Fire	Medtronic	LifePak500	33238556	Defibrillator (parts only)	N/A	Used & outside of its life cycle
120	G	Fire	Kenwood	TK-270G	N/A	(27) VHF Radios	N/A	Used & outside of its life cycle
121	G	Fire	Kenwood	N/A	N/A	(41) Radio Batteries	N/A	Used & outside of its life cycle
122	G	Fire	Kenwood	N/A	N/A	(34) Battery Chargers	N/A	Used & outside of its life cycle
123	G	Fire	Misc Laptop Mounts	N/A	N/A	Vehicle Laptop Mounts	N/A	Used & outside of its life cycle
124	G	Fire	Dell	N/A	N/A	(9) Computer Monitors	N/A	Used & outside of its life cycle
125	G	Fire	Sharp NoteVision	PG-C45X	N/A	Projector	N/A	Used & outside of its life cycle
126	G	Fire	Bretford MFG	N/A	N/A	Projector Screen	N/A	Used
127	G	PW-UT/Water	Ford	F-150	1FTMF1CM7DFC13891	2013 w/81825 miles		not running estimated mileage
128	G	PW-Sewer VAC	Ford	F-150	1FTRF12247KC36871	2007 w/95831 miles	VEH0343	not running estimated mileage
129	G	PW-UT/Water	Ford	F-250	1FTNF20548EA28670	2007 w/91514 miles	VEH0346	not running estimated mileage
130	G	PW-CD	Ford	F-150	1FTRF12227KC36884	2007 w/77459 miles	VEH0339	not running estimated mileage
131	G	PW-Police	Dodge	Charger	2C3CDXAG6DH696357	2013 w/64854 miles	1023	not running estimated mileage
132	G	PW-Police	Dodge	Charger	2C3CDXAG8DH696361	2013 w/78413 miles	1024	not running estimated mileage
133	G	PW-Police	Ford	Transit	NMOGS9F72G1274190	2016 w/46055 miles	1118	not running estimated mileage
134	G	PW-Police	Dodge	Charger	2C3CDXAG6DH696360	2013 w/111112 miles		not running estimated mileage
135	G	PW-Police	Dodge	Charger	2C3CDXAG9FH826280	2015 w/61841 miles		not running estimated mileage
136	G	PW-Police	Dodge	Charger	2C3CDXAG9GH218941	2016 w/62012 miles	1099	not running estimated mileage
137	G	PW-Police	Dodge	Charger	2C3CDXAGXDH696362	2013 w/99470 miles		not running estimated mileage

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
138	G	PW-Facilities	Dodge	Dakota	1D7HE28KX5S262115	2005 w/138015 miles		not running estimated mileage
139	G	PW-Police	Dodge	Charger	2C3CDXAGXGH180815	2016 w/82395 miles		not running estimated mileage
140	G	PW-Police	Dodge	Charger	2C3CDXAGXDH696359	2013 w/92237 miles	1025	not running estimated mileage
141	G	PW-Police	Dodge	Charger	2C3CDXAG5EH194781	2014 w/59993 miles		not running estimated mileage
142	G	PW-Police	Dodge	Charger	2C3CDXAG9EH194783	2014 w/88917 miles		not running estimated mileage
143	G	PW-UT/Water	Ford	F-350	1FDWF36R18ED74983	2008 w/22832 miles	VEH0362	not running estimated mileage
144	G	PW-Streets	Ford	F-450	1FDXF46P33ED35927	2003 w/46873 miles		not running estimated mileage
145	G	PW-Streets	Ford	F-150	1FTMF1EM7DKD43464	2013 w/50457 miles		not running estimated mileage
146	G	PW-Streets	Ford	F-450	1FDXF46P03ED49851	2003 w/41381 miles	VEH0226	not running estimated mileage
147	G	PW-Facilities	Ford	F-250	1FTNF20535ED17230	2005 w/73762 miles	VEH0274	not running estimated mileage
148	G	PW-Facilities	Ford	F-250	1FTNF20L63ED42134	2003 w/78264 miles	VEH0222	not running estimated mileage
149	G	PW-Utilities	Ford	F-150	1FTRF12W78KD60329	2008 w/116088 miles	VEH0359	not running estimated mileage
150	G	PW-Storm	Ford	Escape	1FMCU5K32AKA62166	2010 w/59003 miles	VEH0413	not running estimated mileage
151	G	PW-Storm	Massey	5465 Tractor	CO68045	2012 w/3010 hrs	VEH0418	not running estimated mileage
152	G	PW-UT/Water	Sullair	185 Compressor	200705180134	2007 w/100 hrs	1006	not running estimated mileage
153	G	PW-Streets	Scagg Mower	SCZ61RD-31FX	PO400054	2019 w/650 hrs		not running estimated mileage
154	G	PW-Streets	Scagg Mower	SCZ61RD-31FX	PO400046	2019 w/1,132 hrs		not running estimated mileage
155	G	PW-Streets	Portamix	Mixer/Hauler	20207A	2007 mixer/hauler	VEH0354	past useful life
156	G	PW-Parks Maint	Massey	4608 Tractor	M46080DJJ91517	2014 w/1255 hrs	1046	not running estimated mileage
157	G	PW-Streets	Triple Crown	6X6 Utility Trailer	1XNU616T491028891	2009 Utility Trailer		in working condition
158	G	PW-UT/Water	Case 590	Backhoe	JJG0286883	2002 Backhoe		past useful life
159	G	PW-Utilities	VACMASTER	Tank, Generator	N/A	N/A		past useful life
160	G	PW-Streets	John Deere	Gator	W004X2X043143	2000 Gator		not running
161	G	PW-Storm	Massey Fergeson	MFEMF2650 Tractor	41680 BW11009	2011 Tractor	VEH0393	past useful life
162	G	PW-Storm	John Deere	Gator	W004X2X105152	2004 Gator	SW3	not running
163	G	PW-Parks Maint	Homemade	6'x16" Trailer	NOV1N0200951497	2000 Trailer	TRL0014	past useful life
164	G	PW-Utilities	New Holland	700	S8A3014	Rear Blade for tractor		past useful life
165	G	PW-Utilities	New Holland	782B	S8AV060	Rear Blade for tractor		past useful life
166	G	PW-Parks Maint	John Deere	Gator	W04X25D011965	N/A		not in RTA
167	G	PW-Parks Maint	John Deere	Gator	W04X25D007584	N/A		not in RTA
168	G	Police Dept.	Stalker	N/A	SLOO1145	Laser Speed device	N/A	used, operational
169	G	Police Dept.	TM 100	100	110010726	Tint Meter	N/A	Broken
170	G	Police Dept.	Kustom Inc	Falcon HR	FH01291	Radar Speed Device	EQP1446	Not operational
171	G	Police Dept.	Alco-Sensor IV	N/A	25771	Portable breath tester	N/A	Not operational
172	G	Police Dept.	CMI	Intoxilyzer S-D5	SD5-004140	Portable Breath tester	N/A	Not operational
173	G	Police Dept.	Seco Prism	N/A	6422-02-FLB	Surveying Lens	N/A	used, operational
174	G	Police Dept.	Hewlett Packard	48GX	D00200989	Calculator Type Device	N/A	used, operational
175	G	Police Dept.	Laser Technology	MapStar	AE000844	3D Data Collector w/Bracket	N/A	used, operational
176	G	Police Dept.		N/A	N/A	Photograph Tripods	N/A	used, operational
177	G	Police Dept.	Ragle Ruler	N/A	N/A	Chartrand Ruler w/case	N/A	used, operational
178	G	Police Dept.	Ragle Ruler	N/A	N/A	Chartrand Ruler w/case	N/A	used, operational
179	G	Police Dept.	Solarland	SLP060-12U	N/A	Solar Panel w/Black Box	N/A	used, operational
180	G	Police Dept.	Solarland	SLP060-12U	N/A	Solar Panel w/Black Box	N/A	used, operational
181	G	Police Dept.	Decatur Electronics	Genesis	GHD01790	Hand Held Radar	N/A	Broken beyond repair, disassembled
182	G	Police Dept.	Decatur Electronics	Genesis II Select	G2S-26051	In car radar	N/A	CPU issue, needs repair

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
183	G	Police Dept.	Decatur Electronics	Genesis II Select	G2S-26049	in car radar	N/A	CPU issue, needs repair
184	G	Police Dept.	Decatur Electronics	Genesis II Select	G2S-26063	In car radar	N/A	Damaged beyond repair
185	G	Police Dept.	Applied Concepts	Stalker DSR 2X	DP0249488	in car radar	N/A	CPU issue, needs repair
186	G	Police Dept.	Pelican	9440 rals	1055468	Light Tower	N/A	Will not charge
187	G	Police Dept.	Fox Fury	Nomad	200-900	Light Tower	N/A	Will not charge
188	G	Police Dept.	Black Chairs	N/A	N/A	(15) black chairs	N/A	Moderate condition. Used classroom.
189	G	Police Dept.	Blackhawk	Glock 17/22	CJD1100-L	(2) Right Gun Holsters	N/A	used, operational
190	G	Police Dept.	Blackhawk	Glock 17/22	CJD1100-L	Left Gun Holster	N/A	used, operational
191	G	Police Dept.	Blackhawk	Glock 17/22	CJD1100	(2) Right Gun Holsters	N/A	used, operational
192	G	Police Dept.	Blackhawk	Glock 17/22/31	CJD1300	(2) Right Gun Holsters	N/A	used, operational
193	G	Police Dept.	Blackhawk	Glock 17/22/31	CJD1300-L	(3) Left Gun Holsters	N/A	used, operational
194	G	Police Dept.	Blackhawk	Glock 17/22/31	2100683	Gun Holster	N/A	used, operational
195	G	Police Dept.	Blackhawk	Glock 17/22/31	2101141	(2) Right Gun Holsters	N/A	used, operational
196	G	Police Dept.	Blackhawk	Glock 17/22/31	2101155	(2) Left Gun Holsters	N/A	used, operational
197	G	Police Dept.	Blackhawk	Glock 17/22/31	2101164	(2) Right Gun Holters	N/A	used, operational
198	G	Police Dept.	Blackhawk	Glock 17/22/31	2101168	Left Gun Holster	N/A	used, operational
199	G	Police Dept.	Blackhawk	Glock 20/21	2100740	Gun Holster	N/A	used, operational
200	G	Police Dept.	Bianchi	Glock 22/31/45	6.769.586	Right Gun Holster	N/A	used, operational
201	G	Police Dept.	Safariland	Glock 22/31/45	6360-83	Right Gun Holter	N/A	used, operational
202	G	Police Dept.	Safariland	Glock 17/22/19/23	070-83-181	(3) Right Gun Holsters	N/A	used, operational
203	G	Police Dept.	Safariland	Glock 17/22/31	US-453.068S	Right Gun Holsters	N/A	used, operational
204	G	Police Dept.	Safariland	Taser	6280-64	Taser Holster	N/A	used, operational
205	G	Police Dept.	Safariland	Taser	7520-464	Taser Holster	N/A	used, operational
206	G	Police Dept.	ASIS Comunication	Q1765-LE	ACCC8E618DB8	(4) Wired Surveillance Cameras	N/A	used, operational
207	G	Police Dept.	Premier Crown Corp.	Model C-3	N/A	(2) Riot Helmets w/visor	N/A	used, operational
208	G	Police Dept.	Magnum	N/A	N/A	(15) Magnum Flashlights	N/A	used, operational
209	G	Police Dept.	Sony	DVPSR210P	5889427	DVD Player	N/A	used, operational
210	G	Police	Calvin Klein	N/A	N/A	Black and blue backpack	Unclaimed Evidence Labels not verified	Barely used. Few stains/scratches. Works properly.
211	G	Police	Estwing	N/A	N/A	Throwing axe w/safety pouch	Unclaimed Evidence Labels not verified	Cutting area is somewhat scratched a little rusted. Great overall.
213	G	Police	Russell	N/A	N/A	Black fleece jacket	Unclaimed Evidence Labels not verified	Somewhat discolored. Zipper works
214	G	Police	Adidas	N/A	N/A	Black and blue duffle bag	Unclaimed Evidence Labels not verified	Minor stains on exterior. Great overall.

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
215	G	Police	Unknown	N/A	N/A	Black handbag	Unclaimed Evidence Labels not verified	All zippers work. One of the pocket is partially ripped inside.
216	G	Police	Unknown	N/A	N/A	Black coin bag/wallet with cassette tape desgin	Unclaimed Evidence Labels not verified	A little worn from use. Works properly
217	G	Police	High Sierra	N/A	N/A	Black bag with wheels. (Rolling bag)	Unclaimed Evidence Labels not verified	Very good. Little use. All zippers and wheels work.
218	G	Police	Ful	N/A	N/A	Black backpack	Unclaimed Evidence Labels not verified	Very good. Little use. All zippers work
220	G	Police	Onn	N/A	N/A	Fit bit replacement band	Unclaimed Evidence Labels not verified	New in package. Package is somewhat damaged.
223	G	Police	JBL	Link 20	ND0130-JH0023600	Black portable speaker	Unclaimed Evidence Labels not verified	Seems in good condition. Missing charging cable.
225	G	Police	Canadian Club	N/A	N/A	Silver watch with yellow and white velcro band	Unclaimed Evidence Labels not verified	New in case (Case is a little worn)
226	G	Police	Steelseries	Stratus XL	N/A	Black and grey controller for Xbox	Unclaimed Evidence Labels not verified	Slightly used. Needs batteries.
228	G	Police	Unknown	N/A	N/A	(1) 14K and (1) 18K gold bracelets	Unclaimed Evidence Labels not verified	Barely worn. Good condition
231	G	Police	Jam	HX-W14901	N/A	Black speaker	Unclaimed Evidence Labels not verified	A little worn from use. Missing charging cable.
232	G	Police	Walmart	N/A	N/A	Cheetah print women's slippers: Size M (7-8)	Unclaimed Evidence Labels not verified	New with price tag.

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
233	G	Police	Sylvania	SLTDVD9220-C		Tablet and DVD combo device	Unclaimed Evidence Labels not verified	Appears in good condition. Does not have charging cable.
234	G	Police	Unknown	N/A	N/A	Black smartwatch	Unclaimed Evidence Labels not verified	Somewhat dirty from use. Good condition.
235	G	Police	Smith & Wesson	220025	RBA9336	Blue handgun case with lock inside	Unclaimed Evidence Labels not verified	Bottom of the case outside is scratched, New inside.
236	G	Police	Kenneth Cole	N/A	N/A	Black backpack	Unclaimed Evidence Labels not verified	All zippers work. Used but not deteriorated.
237	G	Police	Hang Ten	N/A	N/A	Black wallet	Unclaimed Evidence Labels not verified	Slightly stined from use. Good condition.
238	G	Police	Aldo	N/A	N/A	Black leather handbag	Unclaimed Evidence Labels not verified	Somewhat dirty from use. Good condition.
239	G	Police	Unknown	N/A	N/A	Golden brown wallet	Unclaimed Evidence Labels not verified	Ink print stain in the exterior. Partially worn inside.
240	G	Police	Guess	N/A	N/A	Black wallet with metal "Guess" logo	Unclaimed Evidence Labels not verified	Partially ripped outside. Main exterior zipper is missing a piece but works. Somewhat dirty inside from use. Fair
242	G	Police	Tahari	N/A	N/A	Brown genuine leather wallet	Unclaimed Evidence Labels not verified	Slightly used. Veery good condition
244	G	Police	Unknown	N/A	N/A	Black and white bag with triibal designs	Unclaimed Evidence Labels not verified	Slightly used. Works properly. Good contidion.
245	G	Police	Blackhawk	N/A	N/A	Black leather-like gun holster (Size 4)	Unclaimed Evidence Labels not verified	Worn from use. Works as intended.

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
246	G	Police	Unknown	N/A	N/A	Black leather gun holster	Unclaimed Evidence Labels not verified	Worn from use. Works as intended.
247	G	Police	Westernfield	N/A	N/A	Rifle scope w/leather scope protectors	Unclaimed Evidence Labels not verified	Scope protectors are worn down. Scope seems to be in working condition.
248	G	Police	Lambin	Golden Bear	N/A	Silver golf club (Size 7)	Unclaimed Evidence Labels not verified	Metal is a little worn in the bottom from usage. Good condition overalll.
251	G	Police	Hyper Tough	N/A	N/A	Red/Black battery drill.	Unclaimed Evidence Labels not verified	Battery still has charge. No battery charger.
252	G	Police	Hyper Tough	N/A	N/A	Silver 1/2 inch impact wrench with red rubber handle	Unclaimed Evidence Labels not verified	Seems in good condition. Few scratches. Unknow if it operates as intended due to lack of an air pump
253	G	Police	Unknown	N/A	N/A	Navy blue leather wallet	Unclaimed Evidence Labels not verified	Somewhat worn from use. Works properly.
254	G	Police	Horse Imperial	N/A	N/A	Black leather tri-fold wallet	Unclaimed Evidence Labels not verified	Somewhat dirty from use. Coin zipper inside does not work. Overall good.
255	G	Police	Unknown	N/A	N/A	Black rubber phone case with metal kickstand	Unclaimed Evidence Labels not verified	Somewhat damaged from previous falls/use. Works properly.
257	G	Police	Nani Island	N/A	N/A	Fanny pack with brown, black & white designs	Unclaimed Evidence Labels not verified	Works properly. Good condition.
258	G	Police	Cookies	N/A	N/A	Black backpack with "Cookies" brand on it.	Unclaimed Evidence Labels not verified	Works properly. Good condition.
259	G	Police	Ray Ban	N/A	N/A	Rose gold sunglasses in black case	Unclaimed Evidence Labels not verified	Glasses look new. Case is somewhat worn from usage. Good overall.

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
260	G	Police	Hart	N/A	N/A	Black pliers with blue markings	Unclaimed Evidence Labels not verified	Markings were placed by owner. Item looks in good condition.
261	G	Police	Skechers	N/A	N/A	Leather/cloth wallet	Unclaimed Evidence Labels not verified	Somewhat discolored/damaged from use. Fair
262	G	Police	Nike	N/A	N/A	Gray/Black backpack	Unclaimed Evidence Labels not verified	Stained from use. Works properly.
263	G	Police	Unknown	N/A	N/A	Black car jack	Unclaimed Evidence Labels not verified	Stained from use. Missing stick.
264	G	Police	Unknown	N/A	N/A	Brown leather backpack w/striped blue & white interior design	Unclaimed Evidence Labels not verified	Looks new
265	G	Police	Michael Kors	N/A	N/A	Brown leather handbag w/shoulder strap	Unclaimed Evidence Labels not verified	Works as intended. Slightly stained in the back from use.Good overall.
266	G	Police	Tahari	N/A	N/A	Black wallet with Paris themed decorations	Unclaimed Evidence Labels not verified	Slightly used. Works as intended.
267	G	Police	G.Shock	N/A	N/A	Black and gold rubber watch	Unclaimed Evidence Labels not verified	Battery is dead. Somewhat dirty from use. Looks operable.
268	G	Police	Unknown	N/A	N/A	Gold color ring with clear crystals	Unclaimed Evidence Labels not verified	Looks new
271	G	Police	Tzowia	N/A	N/A	Black backpack	Unclaimed Evidence Labels not verified	Slight discolored from use. Works as intended.
272	G	Police	Unknown	N/A	N/A	Gold color ring with pearl looking like stone	Unclaimed Evidence Labels not verified	Great condition. Slightly worn.

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
273	G	Police	Dickies	N/A	N/A	Black leather wallet	Unclaimed Evidence Labels not verified	Somewhat stained from use.
274	G	Police	JBL	N/A	N/A	Black wireless headset without charger	Unclaimed Evidence Labels not verified	Slightly damage from usage. Good condition.
275	G	Police	Umbrex	40 XP	17A28361	Black and silver BB gun	Unclaimed Evidence Labels not verified	Somewhat scratched from use. Looks in good condition.
276	G	Police	Daisy	Premium Grade BB 2400		.177 cal silver steel airgun pellets	Unclaimed Evidence Labels not verified	Package is not full with the ammo. Ammo looks good.
277	G	Police	Daisy	N/A	N/A	25 count CO2 cylinders	Unclaimed Evidence Labels not verified	Package is full. Look good.
278	G	Police	Crossman	Air Power	N/A	40 count CO2 cartdriges	Unclaimed Evidence Labels not verified	Package seems full. Looks good.
280	G	Police	Crossman	F4	N/A	Black air soft rifle w/scope inside a black case	Unclaimed Evidence Labels not verified	Rifle is in excellent condition. Case is somewhat damaged.
281	G	Police	Kanguru Solutions	1-3 DVD DUPE	DD3031815KS16	Black CD/DVD copier	Unclaimed Evidence Labels not verified	Had issues copying in thepast. Unknown if it works properly. Does not have power cable.
283	G	Police	Puma	N/A	N/A	Red puma tennis shoes (size 10.5)	Unclaimed Evidence Labels not verified	Somewhat stained in the front. Look good.
284	G	Police	Food Saver	V2220	N/A	Black food vaccum sealer. Includes plastic bags for sealing.	Unclaimed Evidence Labels not verified	Appears operable. Unknown if it works. Good condition overall.
285	G	Police	Unknown		N/A	Black tire iron with extension	Unclaimed Evidence Labels not verified	Scratched from use. Still useful.

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
288	G	Police	Timberland	N/A	N/A	Black men's wallet with a sticker of two dogs and a sticker of a red hand with "333" on it.	Unclaimed Evidence Labels not verified	Barely used. Could be damaged if stickers are taken out.
289	G	Police	Unknown	N/A	N/A	Black and brown sunglasses	Unclaimed Evidence Labels not verified	Slightly damaged from usage. Works as intended.
290	G	Police	Steve Madden	N/A	N/A	Green and black backpack with gold color details/zippers	Unclaimed Evidence Labels not verified	Lost some of its color in the front. Otherwise in very good condition. Works as intended.
291	G	Police	Guardian	N/A	N/A	Silver aluminum crutches	Unclaimed Evidence Labels not verified	Barely used. Great condition
293	G	Police	Coach	N/A	N/A	Black women's wallet	Unclaimed Evidence Labels not verified	Barely used. Looks almost new.
294	G	Police	Digiland	N/A	N/A	Black touchscreen pad	Unclaimed Evidence Labels not verified	Screen is somewhat scratched. No charging cables.
295	G	Police	Sony	Playstation 4	MG378399379	Playstation 4 with cables and one red controller	Unclaimed Evidence Labels not verified	Somewhat dirty. Seems operable.
297	G	Police	MCM	N/A	N/A	Blue leather backpack w/copper colored decorations	Unclaimed Evidence Labels not verified	Somewhat worn in the bottom.. Looks almost new.
298	G	Police	Power Bank	A1260	N/A	Portable battery with integrated flashlight	Unclaimed Evidence Labels not verified	Slightly scratched. Works as intended.
299	G	Police	Unknown	N/A	N/A	Black bag/large purse with pink and flowers designs inside	Unclaimed Evidence Labels not verified	Somewhat stained and discolored on outside. Great inside.
300	G	Police	Unknown	N/A	N/A	Blue walking cane	Unclaimed Evidence Labels not verified	Few scratches from use. Very good.

City of Ocoee
FY 22/23 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
301	**G**	Police	Arctic Zone	N/A	N/A	Gray and red water cooler with container	Unclaimed Evidence Labels not verified	Great condition. Slightly stained on cap
302	**G**	Police	Arctic Zone	N/A	N/A	Gray and red water cooler with container	Unclaimed Evidence Labels not verified	Great condition. Slightly stained on cap
304	**G**	Police	Wilson	N/A	N/A	Black sport carryall bag with wheels and pulling handle	Unclaimed Evidence Labels not verified	Somewhat stained and worn from use. One outside grip is ripped. Otherwise, works as intended.
		G = GIDEON AUCTIONEERS		**D= DONATION**				

ocoee
florida

Mayor
Rusty Johnson

Commissioners
Larry Brinson, Sr.
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Robert D. Frank

Chief of Police
Saima Plasencia

TO: **Robert Frank, City Manager**

FROM: **Saima A. Plasencia, Chief of Police**

DATE: **March 21, 2023**

SUBJECT: **Surplus Property**

This memorandum is to inform you the Ocoee Police Department is transferring to the City of Ocoee all of the Personal Property, found, abandoned, and unclaimed evidence listed on Schedule #1 attached hereto and made a part of hereof (the property). Our Department is hereby in compliance with F.S.S 705 by virtue of attempted to locate and notify the known owners of said property.

For the remainder of the property, the Department has determined all the said property is valued at $100 of less and notice has been given by posting a description of the property at our Department where the property is being held. The notice was posted for a period of not less than two consecutive weeks beginning December 1, 2022.

Ocoee Police Department

By: Saima A Plasencia
Name: Saima A. Plasencia
Title: Chief of Police

Accepted:
City of Ocoee, Florida

By: _____
Name: Rob Frank
Title: City Manager Date: 3/22/23

City of Ocoee Police Department ▪ 646 Ocoee Commerce Parkway ▪ Ocoee, Florida 34761
Phone: (407) 905-3160 ▪ Fax: (407) 905-3164 ▪ www.ocoee.org

Public Notice

UNCLAIMED PROPERTY

The City of Ocoee Police Department has in its physical possession the unclaimed personal property described herein: various bicycles, personal items, tools, clothing, cash, credit/ debit/ gift cards, jewelry, electronics, back packs, and other miscellaneous items. If you have any ownership interest in any of this unclaimed property, you must file a claim with the City of Ocoee Police Department within 30 days from the date of publication of this notice, or you will lose your interest in that property. Sufficient description of the property must be presented to establish reasonable certainty the person claiming the property is the owner.

To file a claim, please contact:

Keshner Toledo
(407) 554-7220
City of Ocoee Police Department
646 Ocoee Commerce Parkway
Ocoee, FL 34761

12/1/2022

Public Notice

UNCLAIMED PROPERTY

The City of Ocoee Police Department has in its physical possession the unclaimed personal property described herein: various bicycles, personal items, tools, clothing, cash, credit/ debit/ gift cards, jewelry, electronics, back packs, and other miscellaneous items. If you have any ownership interest in any of this unclaimed property, you must file a claim with the City of Ocoee Police Department within 30 days from the date of publication of this notice, or you will lose your interest in that property. Sufficient description of the property must be presented to establish reasonable certainty the person claiming the property is the owner.

To file a claim, please contact:

Keshner Toledo
(407) 554-7220
City of Ocoee Police Department
646 Ocoee Commerce Parkway
Ocoee, FL 34761

1/1/2023

FIRST RESPONSE
School of Nursing

FIRST RESPONSE
School of Emergency Medicine

FIRST RESPONSE
Fire Academy

Chief Charles VanCamp,
Ocoee Fire Department

On behalf of First Response Training Group, we want thank Ocoee Fire Department as well as the City of Ocoee for donating the listed training supplies/equipment. This supplies/equipment will only be used for training purposes. The number of future Firefighters that will benefit from this is unpresented and it will assist in the shortage of Firefighters in our state. We look forward to the future, should you have any questions or concerns feel free to contact me.

Jason J. Marquez

President/CEO

6310 Hazeltine National Drive, Orlando, FL 32822 Office: 407-730-7999 Fax: 407-730-8904
E-Mail: info@firstresponsetraininggroup.com Web: www.firstresponsetraininggroup.com

Gmail

Jason Marquez <j.marquez@frtg.edu>

donation list

1 message

VanCamp,Charles <CVanCamp@ocoee.org> Thu, Ma
To: Jason Marquez <j.marquez@frtg.edu>, Jason Marquez <j.marquez@firstresponsetraininggroup.com>

Hi Jay,

Please see the list below. If you have any questions on the donation letter, please let me know. I have included an example of one from last year, as well as a form that you will have to fill out v equipment.

CJ

24	Fire Department	Angus	n/a	n/a	(24) 100' long sections of 5" water supply hose, yellow	n/a	Hose is outside
1	Fire Department	Angus	n/a	n/a	(1) 50' long section of 5" water supply hose, yellow	n/a	Hose is outside
4	Fire Department	Key Hose	n/a	n/a	(4) 1.75" handline attack hose, short sections - green striped	n/a	Hose is outside
4	Fire Department	Key Hose	n/a	n/a	(4) 1.75" handline attack hose, 50' sections - yellow striped	n/a	Hose is outside
5	Fire Department	Key Hose	n/a	n/a	(5) 1.75" handline attack hose, 50' sections - red striped	n/a	Hose is outside
1	Fire Department	Key Hose	n/a	n/a	(1) 1.75" handline attack hose, 50' section - blue striped	n/a	Hose is outside
5	Fire Department	Key Hose	n/a	n/a	(5) 1.75" handline attack hose, 50' section - solid orange	n/a	Hose is outside
9	Fire Department	Key Hose	n/a	n/a	(9) 1.75" handline attack hose, 50' section - solid blue	n/a	Hose is outside
5	Fire Department	Key Hose	n/a	n/a	(5) 1.75" handline attack hose, 50' section - solid yellow	n/a	Hose is outside
3	Fire Department	Key Hose	n/a	n/a	(3) 1.75" handline attack hose, 50' section - solid red	n/a	Hose is outside
1	Fire Department	Key Hose	n/a	n/a	(1) 1.75" handline attack hose, 50' section - white	n/a	Hose is outside
2	Fire Department	Key Hose	n/a	n/a	(2) 2.5" hose line, short section - white	n/a	Hose is outside
3	Fire Department	Key Hose	n/a	n/a	(3) 2.5" hose line, short section - yellow	n/a	Hose is outside
1	Fire Department	Key Hose	n/a	n/a	(1) 2.5" hose line, short section - orange	n/a	Hose is outside
12	Fire Department	Key Hose	n/a	n/a	(12) 2.5" hose line, 50' section - white	n/a	Hose is outside
5	Fire Department	Key Hose	n/a	n/a	(5) 2.5" hose line, 50' section - yellow striped	n/a	Hose is outside

3 attachments

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 9

Contact Name: Milen Womack
Contact Number: Ext. 6013

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval of Duke Energy Easement on Ocoee Crown Point Parkway Extension. (Public Works Director Krug)

Background Summary:

Duke Energy approached the City for an easement to install a new feeder line for residents and a new school currently under construction. The feeder line will be installed on City property (Parcel ID 01-22-27-0000-00-016) which will be the future right-of-way of Ocoee Crown Point Parkway once the roadway is extended to East Crown Point Road. The easement is necessary for Duke Energy to install and maintain facilities within the City property. Public Works has worked with Duke Energy and the City Attorney on the language for the easement. Public Works recommends the Honorable Mayor and City Commissioners approve and sign the Duke Energy Easement.

Issue:

Should the Honorable Mayor and City Commissioners approve and sign the Duke Energy Easement?

Recommendations:

City Staff Recommends the Honorable Mayor and City Commissioners approve and sign the Duke Energy Easement.

Attachments:

1. Duke Easement
2. Duke Easement Exhibit A

Financial Impacts:

There is no financial impact associated with this easement.

Type of Item: Consent

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

ROBIN G. DRAGE, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

EASEMENT

THIS EASEMENT **("Easement")** made this _____ day of 2023 **("Effective Date"),** by and between the City of Ocoee, Florida, a municipal corporation whose address is 150 North Lakeshore Drive, Ocoee, Florida 34761 **("GRANTOR")** and **DUKE ENERGY FLORIDA, LLC,** a Florida limited liability company whose address is Post Office Box 14042, St. Petersburg, Florida 33733 **("GRANTEE").**

WITNESSETH:

THAT **GRANTOR,** for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE,** the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Orange County, Florida, and referred to hereinafter as the Easement Area more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

The rights herein granted to **GRANTEE by GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE,** might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE, GRANTOR** shall not (a) place, or permit the placement of, any obstructions

within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE,** and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

[SIGNATURES TO FOLLOW]

GRANTOR
CITY OF OCOEE

By: _____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, City Clerk

Approved as to Form:

_____
Scott Cookson, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of the City of Ocoee, Florida, a municipal corporation of the State of Florida, on behalf of the City of Ocoee, Florida. He/she appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Print Name: _____

Notary Public: _____

Commission Number: _____

My Commission Expires: _____

Exhibit "A"
Legal Description

EXHIBIT "A" THIS IS NOT A SURVEY

Legal Description:

Parcel # 01-22-27-0000-00-016

A portion of the lands as described and recorded in Document Number 20170181108, public records of Orange County, Florida, lying in Section 01, Township 22 South, Range 27 East, being more particularly described as follows:

Commence at the southeast corner of Preserve at Crown Point Phase 2B, as recorded in Plat Book 98, Page 4 of the public records of Orange County, Florida; thence run along the east line of said Preserve at Crown Point Phase 2B N00°00'08"E for 413.21 feet to the northeast corner of Lot 252 of said Preserve at Crown Point Phase 2B; thence departing said east line run along the south line of Tract OS-9 of said Preserve at Crown Point Phase 2B N89°44'15"E for 34.57 feet to the POINT OF BEGINNING; thence continue along said south line N89°44'15"E for 20.85 feet to a point on the west right-of-way line of Ocoee Crown Point Parkway, an 80.00' wide public right-of-way per said Preserve at Crown Point Phase 2B; thence departing said south line of Tract OS-9 and said west right-of-way line of Ocoee Crown Point Parkway run southeasterly along a non-tangent curve concave northeasterly having a radius of 580.00 feet, a central angle of 04°27'02", a chord bearing of S19°13'40"E, a chord length of 45.04 feet, an arc length of 45.05 feet to the end of said curve; thence run N72°57'39"E for 80.28 feet to a point on the west line of Tract "C" of Ocoee Crown Point PUD Phase 1, as recorded in Plat Book 63, Page 24 of the public records of Orange County, Florida, said point being on a 500.00 foot radius non-tangent curve concave to the northeast, having a central angle of 01°09'06", a chord bearing of S22°44'12"E, and a chord length of 10.05 fee; thence run southeasterly along the arc of said curve and along said west line of Tract "C" for 10.05 feet; thence departing said west line of Tract "C" run S72°57'39"W for 80.41 feet to a point on a 580.00 foot radius non-tangent curve concave northeasterly having a central angle of 00°29'47", a chord bearing of S22°41'34"E, and a chord length of 5.02 feet; thence run southeasterly along the arc of said curve an arc length of 5.02 feet to the end of said curve; thence run S72°57'39"W for 20.10 feet to a point on a 600.00 foot radius non-tangent curve concave northeasterly, having a central angle of 06°18'52", a chord bearing of N19°35'10"W, and a chord length of 66.09 feet; thence run northwesterly along the arc of said curve for 66.13 feet to the POINT OF BEGINNING.

Contains 0.047 acres (2,066 Square Feet)

Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983, adjustment of 2011 (NAD 83/2011); deriving a bearing of N00°00'08"E along the east line of Preserve at Crown Point Phase 2B, as recorded in Plat Book 98, Page 4 of the public records of Orange County, Florida.
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to SGC Engineering, LLC. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
4. Legal description was prepared by SGC Engineering, LLC per client request and is based on deeds of record and a field survey to locate the controlling corners needed to establish the parcels, right-of-way and easement shown in the legal description and sketch hereon.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper. The seal appearing on this document was authorized by Timothy A. Terranova, LS 7151, on 03/22/2023.
6. The underground electric lines shown hereon were located by this firm via Quality Level-B Utility Designations on 3/15/2023.

Timothy A. Terranova
Digitally signed by Timothy A. Terranova
Date: 2023.03.22 15:09:42 -04'00'

TIMOTHY A. TERRANOVA, P.S.M. FLORIDA REGISTRATION No. 7151
SGC ENGINEERING, LLC FLORIDA REGISTRATION No. LB 7979

03/22/2023
DATE

TIMOTHY A. TERRANOVA
LICENSE NUMBER
7151
STATE OF FLORIDA
Professional Surveyor and Mapper

SGC ENGINEERING, LLC
SURVEY AND MAPPING
1001 TOWN PLAZA COURT, SUITE 1032
WINTER SPRINGS, FL 32708
TELEPHONE NO. (800)581-4031
WWW.SGCSURVEY.COM

REVISIONS			
	1	03/22/23	TAT
	2	XX/XX/XX	BY

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

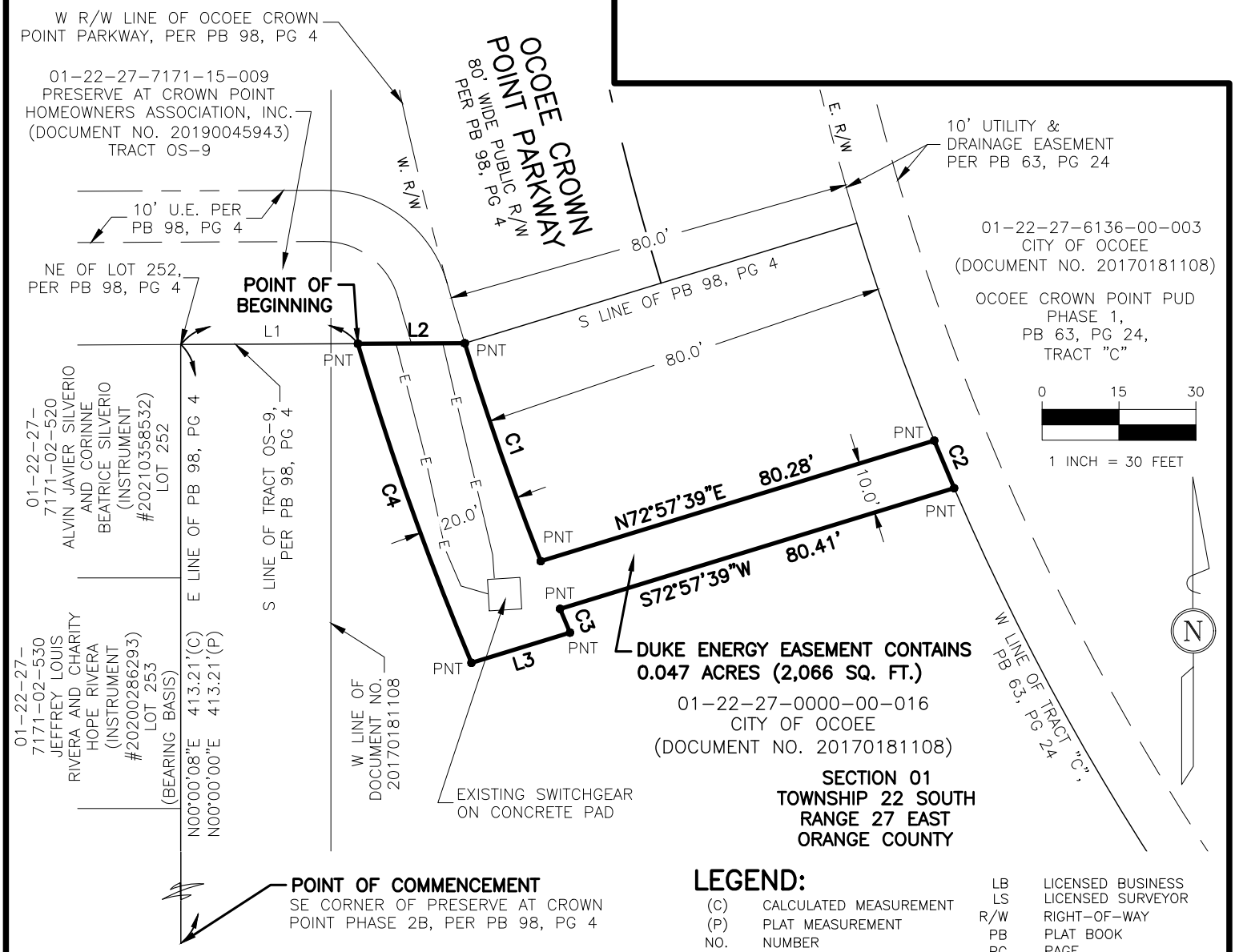
CITY OF OCOEE

CROWN POINT FEEDER

DUKE ENERGY
550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

VENDOR PROJECT No.	2526003	DRAWN	CHECK	SCALE: N/A	SITE: N/A	LU: N/A	WO: 41970461
VENDOR DRAWING No.	SD-CROWN POINT FEEDER-03222023	TDT	TAT	DATE: 03/20/2023	SD-CROWN POINT FEEDER-03222023.DWG	SHEET 1 OF 2

EXHIBIT "A" THIS IS NOT A SURVEY



LEGEND:

(C)	CALCULATED MEASUREMENT
(P)	PLAT MEASUREMENT
NO.	NUMBER
PNT	POINT OF NON-TANGENCY
PRM	PERMANENT REFERENCE MONUMENT
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
R/W	RIGHT-OF-WAY
PB	PLAT BOOK
PG	PAGE
U.E.	UTILITY EASEMENT
PID	PARCEL IDENTIFICATION
R	RADIUS
L	LENGTH
Δ	DELTA (CENTRAL ANGLE)
CB	CHORD BEARING
CH	CHORD LENGTH
O.R.B.	OFFICIAL RECORDS BOOK
SEC	SECTION
TWN	TOWNSHIP
RNG	RANGE
—E—	UNDERGROUND ELECTRIC LINE
⚡	LINE BREAK

Curve Table

Curve #	Length	Radius	Central Angle	Chord Bearing	Chord
C1	45.05'	580.00'	04°27'02"	S19°13'40"E	45.04'
C2	10.05'	500.00'	01°09'06"	S22°44'12"E	10.05'
C3	5.02'	580.00'	00°29'47"	S22°41'34"E	5.02'
C4	66.13'	600.00'	06°18'52"	N19°35'10"W	66.09'

Line Table

Line #	Direction	Length
L1	N89°44'15"E	34.57'
L2	N89°44'15"E	20.85'
L3	S72°57'39"W	20.10'

SGC ENGINEERING, LLC
SURVEY AND MAPPING
1001 TOWN PLAZA COURT, SUITE 1032
WINTER SPRINGS, FL 32708
TELEPHONE NO. (800)581-4031
WWW.SGCSURVEY.COM

REVISIONS			
	1	03/22/23	TAT
	2	XX/XX/XX	BY

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

CITY OF OCOEE

CROWN POINT FEEDER

DUKE ENERGY®
550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

VENDOR PROJECT No.	2526003	DRAWN	CHECK	SCALE: 1"=30'	SITE: N/A	LU: N/A	WO: 41970461
VENDOR DRAWING No.	SD-CROWN POINT FEEDER-03222023	TDT	TAT	DATE: 03/20/2023	SD-CROWN POINT FEEDER-03222023.DWG	SHEET 2 OF 2

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 10

Contact Name: Gary Gleason
Contact Number: Ext. 4302

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval to Purchase a 2023 Ford Transit Build-Out and Rovver X Crawler Camera Inspection System. (Utilities Director Croteau)

Background Summary:

The Utilities Department utilizes a 34-year-old camera inspection system to inspect the City's water and wastewater pipelines. The current system has outlived its useful lifespan, is in a constant state of disrepair, and uses out-of-date software that stores the inspection video onto VHS tapes.

The new 2023 Ford CCTV Transit van will house the vehicle mounted TV inspection equipment. It will be used during preventative maintenance inspections and will also allow for immediate camera investigations of pipelines in the event of a failure. The digital video files of inspections will be incorporated into the GIS database so that managers and/or engineers can review new CCTV inspections in context with other inspection and repair data, which will allow for a better understanding of the condition of the system and a more strategic management of the operation, maintenance and rehabilitation needs for each area.

The approved City of Ocoee Budget for Fiscal Year 2022-2023 includes the funds to purchase a new camera truck. Staff was able to utilize the Sourcewell Purchase Contract and obtain a quote from Envirosight at a cost of $243,173.82 for the new camera truck, which is below the budgeted amount of $250,000.00.

Issue:

Should the City Commission approve the purchase of a 2023 Ford Transit Build-Out and Rovver X Crawler Camera Inspection System?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the City Manager to purchase the new camera truck from Envirosight at a cost of $243,173.82.

Attachments:

1. Envirosight Truck Proposal

Financial Impacts:

None as this is a budgeted item

Type of Item: Consent

Proposal Summary

Prepared for:

Ocoee, FL

03/09/2023

Envirosight Sewer Inspection Cameras

Rovver X Crawler Camera Inspection System and 2023 Ford Transit Build-Out

Brian Stewart | (407) 608-0544 | BStewart@myEPG.com

City of Ocoee, FL
03/09/2023

Envirosight Sewer Inspection Cameras

Environmental Products Group would like to thank you for the opportunity to present **Envirosight's Sewer Inspection Camera Equipment**.

Environmental Products Group is the sole provider of Envirosight Pipeline Inspection Cameras in the state of Florida, as well as many other leading industry product lines including: Vactor Sewer Cleaning Equipment, Elgin Street Sweepers, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, Duratech Tree Chippers, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more… we are ready to service your every need.

Thank you for your consideration.

Brian Stewart, Inspection Division Manager

Environmental Products Group, Inc.

Cell: (407) 608-0544

Email: bstewart@myepg.com

MEMPHIS
2995 Sandbrook St.
Memphis, TN 38116
P: 901.630.5658
F: 901.630.5659

DEERFIELD BEACH
1907 SW 43rd Terrace
Suites G & H
Deerfield Bch, FL 33442
P: 954.518.9923
F: 954.518.9926

ATLANTA
4410 Wendell Dr SW
Atlanta, GA 30336
P: 404.693.9700
F: 404.693.9690

CORPORATE
2525 Clarcona Rd.
Apopka, FL 32703
P: 407.798.0004
F: 407.798.0013

www.MyEPG.com

ROVVER X

AGILE, INTELLIGENT **SEWER INSPECTION SYSTEM**

ENVIROSIGHT

Brian Stewart | (407) 608-0544 | BStewart@myEPG.com

ENVIROSIGHT

UNDERGROUND UNDERSTOOD

MEPS ROADPOWER
FORD TRANSIT

KEY FEATURES

OPERATOR STUDIO	solid bulkhead wall with fixed smoked window • Formica desk with wall outlets above and below • cork board wall above desk surface • overhead recessed LED lighting • pass-through door with aluminum kick plate • 19" Tru-Vu mounted monitor • high-back operator chair • carpeted walls and ceiling • black treaded rubber floor • safety light switches in truck cab • rack cabinet (for computer/DVD-RW) • wall file • video distribution booster • USB charger/12V receptacle combo	• 13,500-BTU roof air conditioner with 5600-BTU heat strip controlled via digital thermostat • 2-drawer file cabinet under desk
EQUIPMENT BAY	stainless steel work surfaces • built-in heavy-duty storage/tool box • vertical crawler drawer • wash-down system (on-demand pump, lighted switch, 18-gallon water tank with exterior fill, 25' retractable hose reel) • overhead recessed LED lights • rear-facing 19" Tru-Vu monitor • plywood ceiling/alls covered in gray FRP • black treaded rubber floor • aluminum storage shelf and caddy with trash can • rubber glove dispenser	• tool package (manhole hook, pick, sledge hammer and shovel, all secured on aluminum brackets against diamond plate backing)
POWER	shore power cord with 120V wall adapter • breaker box • auto-transfer switch • 12V fuse block • hour meter	• 6.3kW MEPS RoadPower source (check availability for customer-supplied chassis)
EXTERIOR	tie-off clamp above rear bumper	• corner-mounted LED spotlights • front roof-mounted LED Strobe • rear LED arrow board
MISCELLANEOUS	hand sanitizer • hand cleaner • paper towels • rubber gloves • first-aid kit • fire extinguisher • Simple Green • dry-erase board • traffic cones • counter mat • remote mount • lanyard • front bumper cone storage	• back-up camera (factory supplied) • back-up alarm (factory supplied)

* VIN must contain R3x; 3.2-liter I5 diesel or 3.7-liter gas (no EcoBoost engine) required

WWW.ENVIROSIGHT.COM (866) 936-8476

CITY OF OCOEE, FL	**Envirosight Pipeline CCTV Truck Build**	03/09/2023
	ALL PRICING DIRECT FROM SOURCEWELL CONTRACT #120721-EVS	Sourcewell Awarded Contract Contract # 120721-EVS
Systems	**Description**	**Sourcewell Price**
	Chassis	
Ford Transit (W3X)	2023 Ford Transit Cargo Van (W3X), Upgrade to T-350 148" EL High Roof 9500 GVWR RWD, automatic transmission, gas engine, color Oxford White.	$ 66,895.00
	Internal Build-Out	
Transit MEPS Build	Preferred Build-Out which includes:	$ 49,862.00
MEPS Power Unit Package	6.3Kw MEPS Power Unit Package	
Corner Mounted Spotlights	(2) Corner mounted LED Work Area Spotlights	
Rear Arrow Board	Rear Roof Mounted Arrow Board	
Front Roof Mounted Strobe	Front Roof Mounted Strobe	
Backup Alarm	Back-up Alarm	
Backup Camera	Back-up Camera	
Tool Package	Shovel, Pick, Sledge Hammer, & Manhole Hook	
File Cabinet	2 Drawer Filing Cabinet with Formica Top	
Front Bumper Cone Storage	Front Bumper Cone Storage	
Roof mounted AC	Roof Mounted AC unit - includes Wiring Harness, Digital Thermostat, and Installation	
Sink	Sink with Installation and Grey Water Tank	$ 2,140.00
Additional Viewing Monitor	19" Tru-Vu Viewing Monitor for Rackmount Computer	$ 1,243.24
Keyboard Tray	Under-desk mounted Keyboard Tray for computer	$ 244.57
E-PA-RACKMOUNT-01	Rackmount Computer	$ 3,026.57
E-AVERCARD	Aver Media Card for Digital Capture on computer	$ 478.95
VX-EXPERT-1 SUB	Annual WinCan VX Expert License pipeline reporting software	$ 5,146.19
	Envirosight CCTV Equipment	
E-RX-SYS-Pro-21	Standard Rovver X System includes DCX5000 Desktop Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 1000 FT cable, wireless remote controller, reel mounting frame, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 16" pipe diameter. RCX90 pan, tilt, zoom camera, and Pressurization Kit.	$ 103,484.29
E-080-0709-00	(4) Small Carbide Metal wheels for 6" dia. pipes	$ 1,956.56
E-080-0711-00	(4) Medium Carbide Metal wheels for 8" dia. pipes	$ 2,547.60
E-080-0710-00	(4) Large Carbide Metal wheels for 10"/12" dia. pipes	$ 2,608.76
E-000-0035-00	Top manhole roller	$ 458.57
E-000-0036-00	Tiger tail cable protector	$ 81.52
Transport	Transport to Ocoee, FL (includes training)	$ 3,000.00
	Subtotal	$ 243,173.82
	Sales Tax	$ 0.00
	Total	**$ 243,173.82**

Brian Stewart | (407) 608-0544 | BStewart@myEPG.com

TOTAL SALE PRICE = $243,173.82

Quote Valid 90 Days

Thanks for the opportunity to earn your business!

Please reply to:

Brian Stewart, Inspection Division Manager
Environmental Products Group, Inc.
2525 Clarcona Road
Apopka, FL 32703
Cell: (407) 608-0544
Email: bstewart@myEPG.com

Sourcewell
Awarded Contract
Contract # 120721-EVS

Link to Sourcewell Purchase Contract:

https://www.sourcewell-mn.gov/cooperative-purchasing/120721-evs

Please don't hesitate to call with questions, or if you need any additional information.
Thank you for your interest and the opportunity to earn your business.

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 11

Contact Name: TJ Tomlinson
Contact Number: Ext. 4301

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Notification of Emergency Purchase with J. Malever Construction for the Palm Drive Park Sanitary Sewer System flowing into Lift Station #21 per Emergency Notification – Section 21.6, Chapter 21, City of Ocoee Code of Ordinances. (Utilities Director Croteau)

Background Summary:

The Palm Drive Park Sanitary Sewer System had a sinking manhole that damaged the surrounding sewer pipes. This allowed heavy infiltration to enter into the sewer system and caused Lift Station #21 to experience multiple issues due to high flows.

The City reached out to J. Malever Construction (Contractor) as they are under a continuing contract for projects under $500,000. The Contractor installed a new manhole and sewer pipe to bypass the damaged area of the sanitary sewer system, restoring the Lift Station to regular operating conditions. The damaged manhole and sewer pipes were then properly abandoned.

Issue:

Provide notification to Mayor and City Commissioners of Emergency Purchase.

Recommendations:

Notification Only

Attachments:

None

Financial Impacts:

Approximately $111,000.00

Type of Item: Consent

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 12

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Notification of Emergency Purchase with PSI Technologies for Pumps and Motor for Reuse and Transfer Pump Stations at the Wastewater Treatment Plant per Emergency Notification – Section 21.6, Chapter 21, City of Ocoee Code of Ordinances. (Utilities Director Croteau)

Background Summary:
The ARPA project list includes replacement of eight pumps at the wastewater treatment plant, four split case pumps and four vertical turbine pumps. The pumps are being replaced because they have been in service for 20 years, and are at the end of their useful life span.
Three of the pumps designated for replacement using ARPA funds have recently failed. Due to the long lead time for pumps, Staff contacted PSI Technologies (PSI), who is a single source vendor for wastewater plant products, and did an emergency purchase to replace one split case pump and two vertical turbine pumps. If another pump fails, the City will lose the ability to supply reclaimed water to its residents.
Two of the three pumps have already been delivered to the wastewater treatment plant. All three pumps will be installed by Cathcart Construction, who was approved by the Commission on July 19, 2022, as a vendor for construction projects under $500,000. Utilities plans to purchase the remaining pumps from PSI for consistency and installation will be bid by our two approved contracting vendors, or we will go outside to bid if necessary.

Issue:
Provide notification to Mayor and City Commission of Emergency Purchase.

Recommendations:
Notification Only

Attachments:
None

Financial Impacts:
Approximately $107,956.00

Type of Item: Consent

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 13

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for 911 Marshall Farms Road - Surujlall Property - Annexation & Rezoning; Project No(s). AX-01-23-01 & RZ-23-01-01. (Zoning Manager Whitfield)

Background Summary:

First Reading of Ordinance: March 21, 2023

Owner/Applicant: Emma Surujlall

General Location: The property is located in Commission District 3 on the east side of Marshall Farms Road, beginning approximately 1,040 feet north of State Road 50.

Property Size and Parcel ID No.: The property contains approximately 2.22 acres and is assigned parcel identification number 19-22-28-0000-00-011.

Existing Site Conditions: The table below summarizes the existing conditions of the property.

Current Future Land Use (FLU) Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
Commercial & Conservation (3.0 FAR Commercial) per JPA	A-1	Vacant with greater than 50% of site in Conservation	Wekiva Study Area/Conservation Area

The property is surrounded by the following: jurisdictions, Future Land Use Map designations, zoning districts and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
North	County	Commercial/Conservation per JPA	A-1	Vacant & Canal
South	County	Commercial/Conservation per JPA	A-1	Vacant
East	City	Conservation	C-3	Conservation Area
West	City	Commercial	C-3	Stormwater Pond

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on the subject property.

Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
N/A (Site remains Commercial & Conservation per JPA)	City C-2	Office for truck hauling business with private service bay	Conventional C-2 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 west and east by the City's jurisdictional limits and, as such, is contiguous to the City. Annexation of the property 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 is consistent with the terms of the JPA Agreement. However, the requested C-2 zoning on the entire property is inconsistent with the JPA Future Land Use Map which designates greater than half (50%) of the eastern portion of the property as Conservation. Staff recommends a split zoning in order to protect the Conservation Area.

Consistency with 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. However, the proposed C-2 zoning district is inconsistent 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. Per the JPA Future Land Use Map and Figure 3a of the City of Ocoee Guide to the Wekiva Study Area Requirements, greater than half (50%) of the property is a designated and protected Conservation and Wetland Area.

FLUE Objective 5 and implementing Policies 5.1 through 5.13 as well as Conservation Element Objective 4 and implementing Policies 4.1 through 4.3 require the protection of natural resources, including conservation areas, floodplains and wetlands. Therefore, staff recommends limiting the requested C-2 zoning to only that front portion of the site (approximately 325 feet from the west property line) that is outside of the designated Conservation Area and classifying the remainder of the property as Unclassified in order to protect the Conservation Area.

Access: Access will continue to be via Marshall Farms Road.

Utilities: The property will connect to an existing 6" force main and 12" water main on the northwest side of Marshall Farms Road. The property owner/applicant has been advised that the water main is under pavement and that connection will require an MOT (maintenance of traffic) plan and road resurfacing following completion of the connection.

Transportation: No issues are anticipated as the property is currently designated Commercial on the Future Land Use Map, and no land use map amendment is proposed. The commercial portion of the property is planned for commercial uses.

Stormwater: Stormwater will be designed and engineered at the time of site plan review. Stormwater and drainage will not be permitted to impact existing designated Conservation Area.

Schools: N/A

Public Safety: Fire service is available within 0.7 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 1.4 miles (Policy Patrol Zone 3) within an average 5-minute response time for non-emergency services.

An Annexation Feasibility & Public Facilities Analysis Report was completed for this property, and said report is attached.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinances for the Annexation and Rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District) of the Surujlall property located at 911 Marshall Farms Road?

Recommendations:

Development Review Committee (DRC) Recommendation:
The Development Review Committee met on Tuesday, February 7, 2023, to consider the application for annexation and rezoning. Based on staff's review of the application per the requirements of the adopted Comprehensive Plan, Land Development Code and 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 A-1 (Citrus Rural District) to City of Ocoee C-2 (Commumity Commercial District) subject to the condition that the C-2 zoning classification is limited to only that front portion of the site (approximately 325 feet from the west property line) that is outside of the designated Conservation Area and the remainder of the property will be classified as Unclassified in order to protect the Conservation Area per FLUE Objective 5 and Conservation Element Objective 4 of the Comprehensive Plan and Figure 3a of the Wekiva Study Area Requirements.

Planning & Zoning Commission Recommendation:
The Planning & Zoning Commission (PZC), acting as the Local Planning Agency (LPA), considered this item at is February 14, 2023 hearing and, finding no issues, made a recommendation of approval of the proposed Annexation and Rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District) for the Surujlall Property located at 911 Marshall Farms Road subject to the condition that the C-2 zoning classification is limited to only that front portion of the site (approximately 325 feet from the west property line) that is outside of the designated Conservation Area and the remainder of the property will be classified as Unclassified in order to protect the Conservation Area per FLUE Objective 5 and Conservation Element Objective 4 of the Comprehensive Plan and Figure 3a of the Wekiva Study Area Requirements.

Staff Recommendation: Staff recommends that the City Commission approve ordinances for the Annexation and Rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District) for the Surujlall Property located at 911 Marshall Farms Road subject to the condition that the C-2 zoning classification is limited to only that front portion of the site (approximately 325 feet from the west property line) that is outside of the designated Conservation Area and the remainder of the property will be classified as Unclassified in order to protect the Conservation Area per FLUE Objective 5 and Conservation Element Objective 4 of the Comprehensive Plan and Figure 3a of the Wekiva Study Area Requirements.

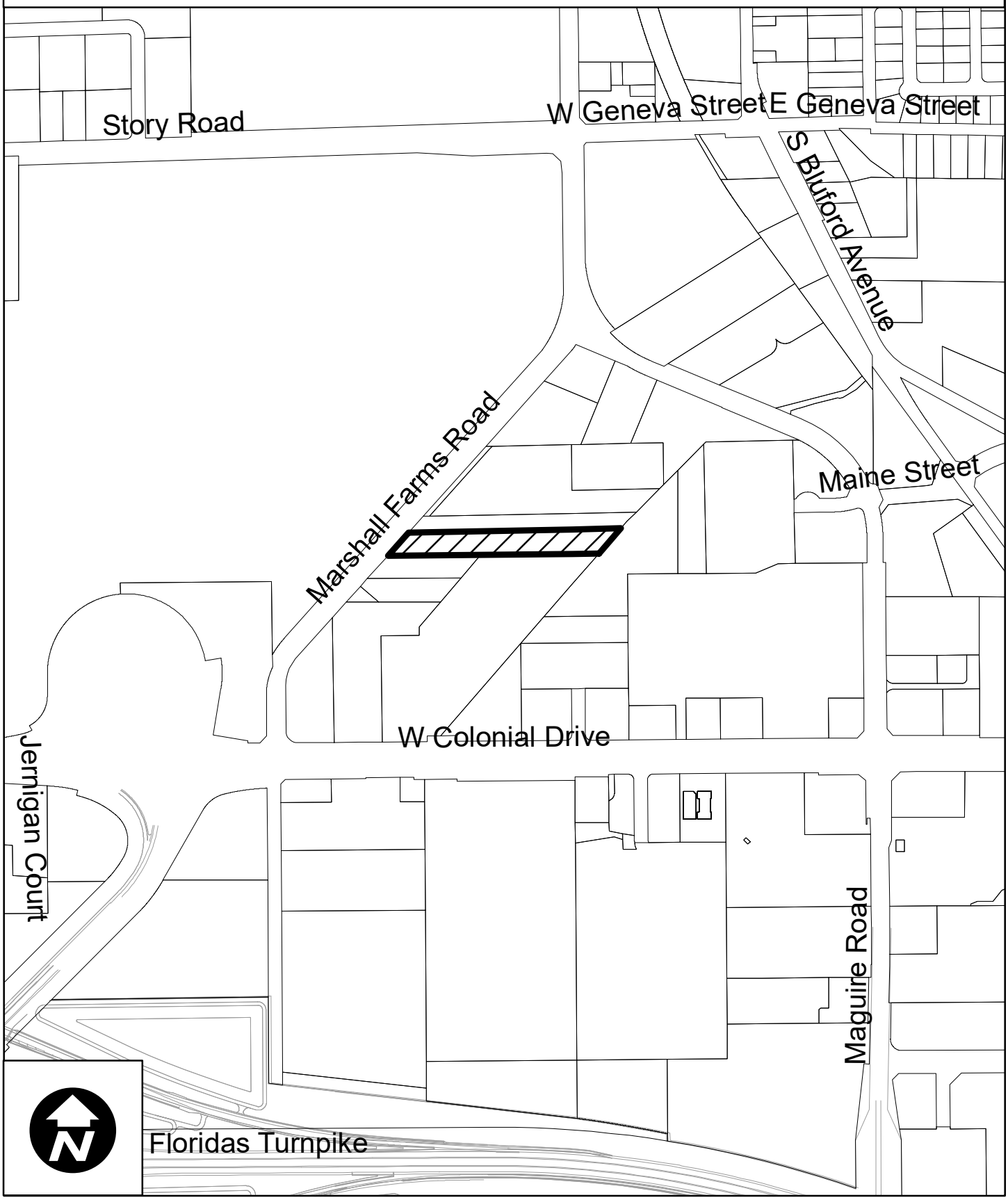
Attachments:

1. Location Map
2. Aerial Map
3. Zoning Map
4. FLU Map
5. Annexation Ordinance - 911 Marshall Farms Rd
6. Rezoning Ordinance - 911 Marshall Farms Rd Surujlall Property
7. Concept Plan
8. Advertisements

Financial Impacts:
None

Type of Item: Second Reading Public Hearing

911 Marshall Farms Road
Location Map



911 Marshall Farms Road
Location Map

911 Marshall Farms Road
Surrounding Zoning Map

Development Services Department

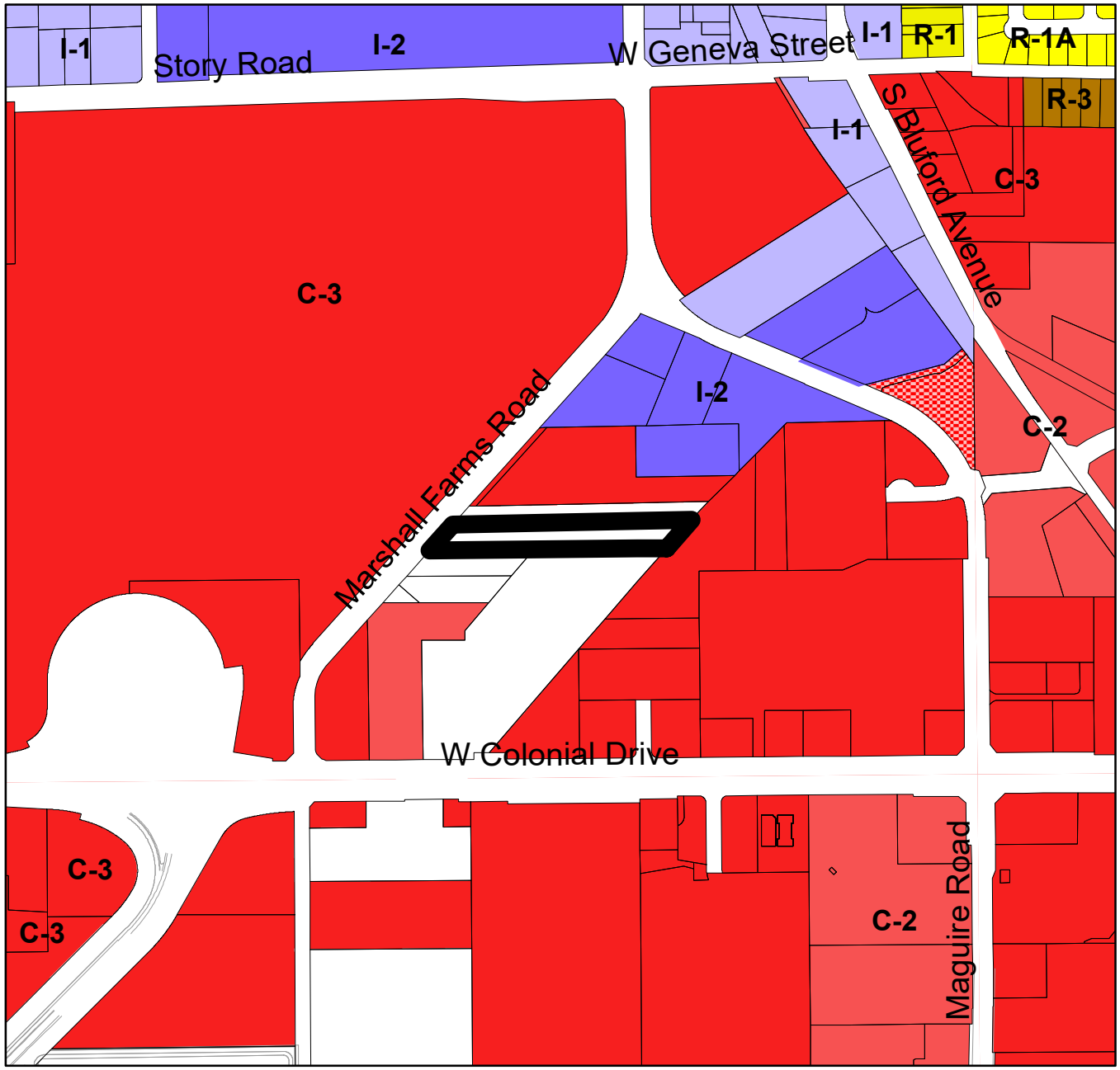
0 150 300 600 Feet

Created: January 2023

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



911 Marshall Farms Road
Surrounding Future Land Use Map

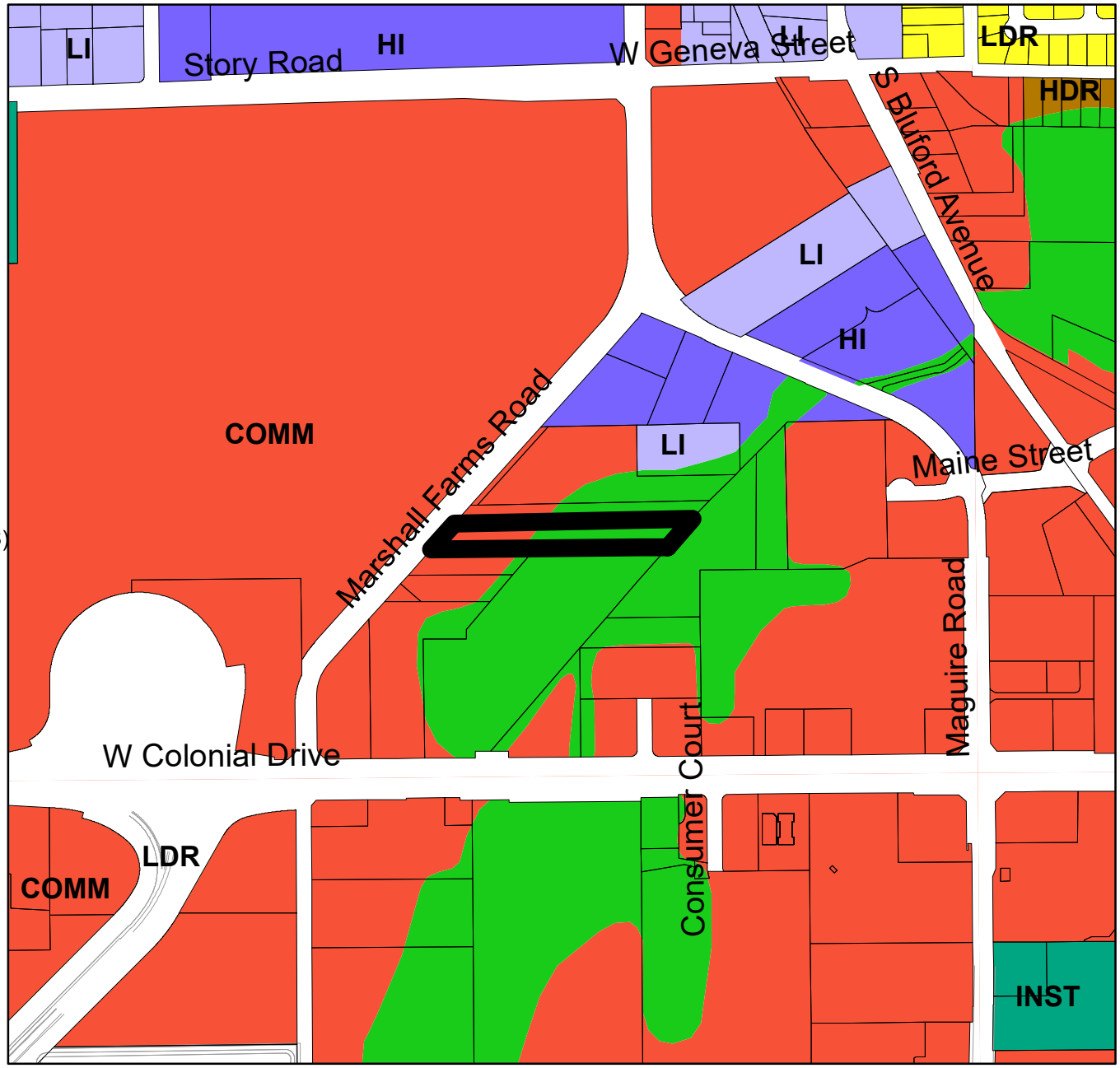
Development Services Department

0 150 300 600 Feet

Created: January 2023

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)



ORDINANCE NO. 2023-
(Annexation Ordinance for 911 Marshall Farms Road – Surujlall Property)

TAX PARCEL ID: 19-22-28-0000-00-011

CASE NO. AX-01-23-01: 911 Marshall Farms Road – Surujlall 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 2.22 ACRES LOCATED AT 911 MARSHALL FARMS ROAD ON THE EAST SIDE OF MARSHALL FARMS ROAD, BEGINNING APPROXIMATELY 1,040 FEET NORTH OF STATE ROAD 50 AND ASSIGNED PARCEL ID NUMBER 19-22-28-0000-00-011, 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; REPEALING INCONSISTENT ORDINANCES; 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 2.22 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 February 14, 2023, 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**. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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 _____, 2023.

APPROVED:

CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2023
READ SECOND TIME AND ADOPTED
_____, 2023, UNDER AGENDA
ITEM NO. ____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF_____, 2023

SHUFFIELD, LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

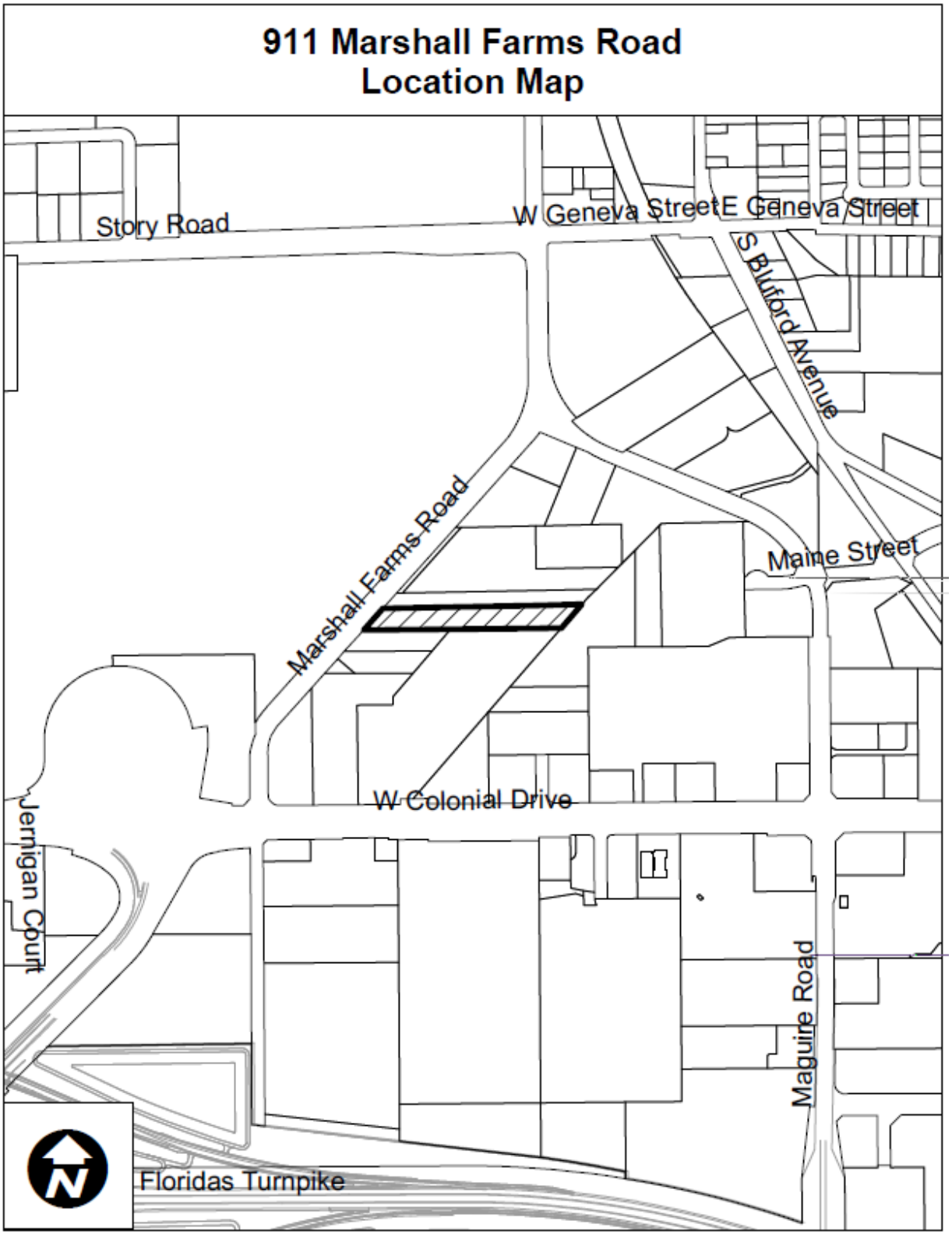
LEGAL DESCRIPTION

PARCEL ID NO.: 19-22-28-0000-00-011

COMM NW COR OR SW1/4 OF SE1/4 OF SEC 19-22-28 TH S89-19-51E 943.24 FT TO ELY R/W MARSHALL FARMS RD TH S43-37-32W 506.64 FT FOR POB TH CONT S43-37-32W 135 FT S89-19-51E 869.99 FT N42-57-17E 133.55 FT N89-19-51W 867.85 FT TO POB

EXHIBIT "B"

LOCATION MAP



ORDINANCE NO. 2023-
(Rezoning Ordinance for 911 Marshall Farms Road – Surujlall Property)

TAX PARCEL ID: 19-22-28-0000-00-011

CASE NO. RZ-23-01-01: 911 Marshall Farms Road – Surujlall Property Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE C-2 (COMMUNITY COMMERCIAL DISTRICT) AND UNCLASSIFIED DISTRICT ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 2.22 ACRES LOCATED AT 911 MARSHALL FARMS ROAD ON THE EAST SIDE OF MARSHALL FARMS ROAD, BEGINNING APPROXIMATELY 1,040 FEET NORTH OF STATE ROAD 50 AND ASSIGNED PARCEL ID NUMBER 19-22-28-0000-00-011, 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; REPEALING INCONSISTENT ORDINANCES; 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 2.22 acres, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District) and Unclassified District; 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 February 14, 2023, 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 April 18, 2023, 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 2.22 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District) and Unclassified District. 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**. All ordinances or parts of ordinances in conflict herewith are hereby repealed and rescinded.

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 _____, 2023.

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

ADVERTISED _____, 2023
READ FIRST TIME _____, 2023.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY
this _____ day of _____, 2023.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

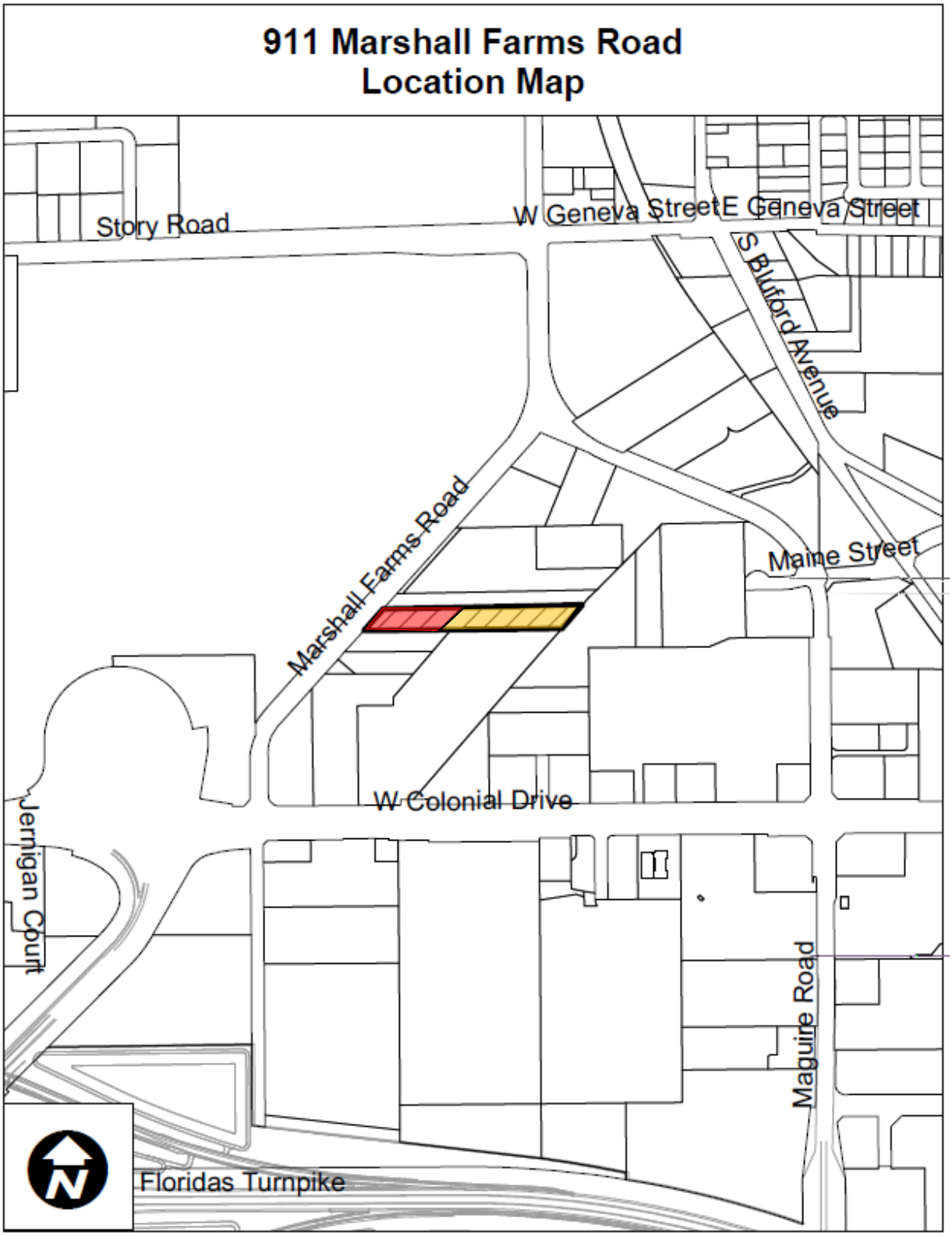
LEGAL DESCRIPTION

PARCEL ID NO.: 19-22-28-0000-00-011

COMM NW COR OR SW1/4 OF SE1/4 OF SEC 19-22-28 TH S89-19-51E 943.24 FT TO ELY R/W MARSHALL FARMS RD TH S43-37-32W 506.64 FT FOR POB TH CONT S43-37-32W 135 FT S89-19-51E 869.99 FT N42-57-17E 133.55 FT N89-19-51W 867.85 FT TO POB

EXHIBIT "B"

LOCATION MAP



OPEN SPACE CALCULATIONS:		
	AREA S.F.	%
PERVIOUS	76,365.00	88.95
IMPERVIOUS	9,487.00	11.05
TOTAL	85,852.00	100.00

	AREA S.F.	%
BUILDING	2,400.00	02.80
DRIVEWAYS & PKG'S	7,087.00	08.25
OPEN SPACE	76,365.00	88.95
TOTAL	85,852.00	100.00

PARKING CALCULATIONS

PARKINGS REQUIRETMENTS FOR THE GENERAL COMMERCIAL

1. ONE BAY
   THREE SPACE PER BAY
2. OFFICE = 372.00 SQ.FT
   ONE SPACE FOR EVERY 300 SQ.FT
   372.00/300.00 = 2 SPACES
3. TOTAL PARKING REQUIRED = 5 SPACES
4. TOTAL PARKING PROPVIDED = 6 SPACES

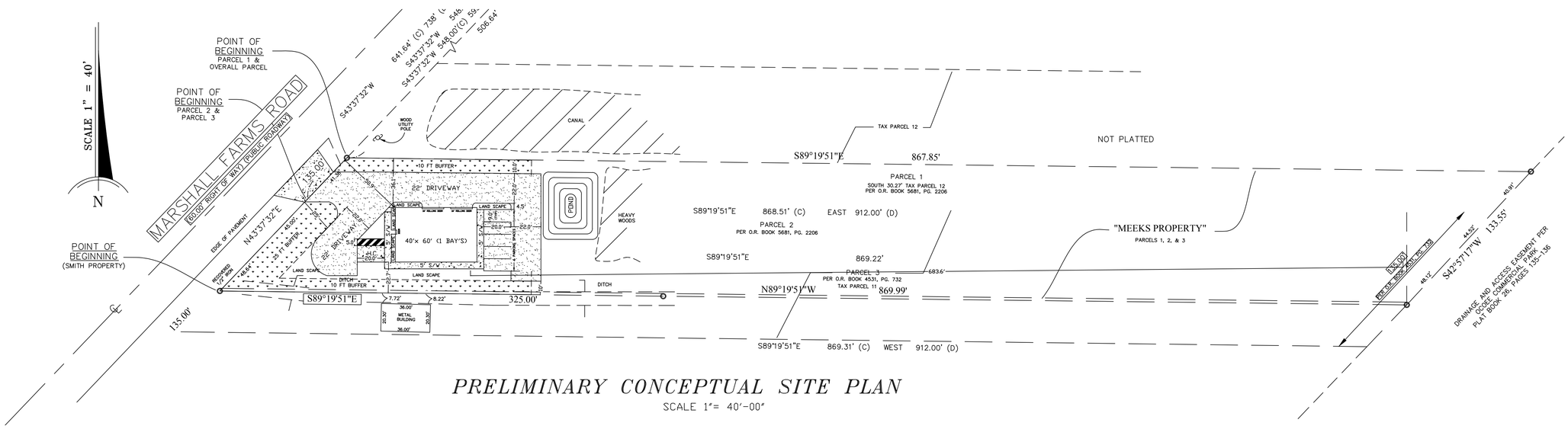
A. REGULAR PARKING = 5 SPACES
B. HANDYCAP PARKING = 1 SPACES
TOTAL ---------- = 6 SPACES

SET BACK DATA

COMMERCIAL	REQUIRED	PROVIDED
WEST SIDE (FRONT)	25 FEET	47.3 FEET
SOUTH SIDE (SIDE)	10 FEET	36.1 FEET
NORTH SIDE (SIDE)	10 FEET	22.7 FEET
EAST SIDE (REAR)	20 FEET	683.6 FEET

LEGEND:

DENOTES PROPOSED ASPHALT
DENOTES PROPOSED CONC.



PRELIMINARY CONCEPTUAL SITE PLAN

SCALE 1"= 40'-00"

ENRIQUE A. TORRENS, P.E
CIVIL ENGINEER
P.E No. 33379
624 BUCKINGHAM DR.
OVIEDO, FL 32765
eato@bellsouth.net

PROPOSED: COMMERCIAL BUILDING
911 MARSHALL FARMS RD
OCOEE, FL 34787

SEAL:

DATE:
10/27/22

SCALE:
AS NOTED

REVISIONS: PER

SHEET NO:
C-3

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

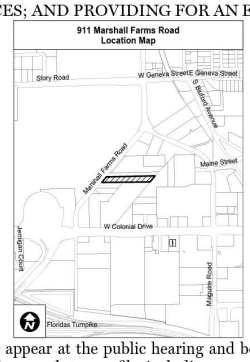
Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
ANNEXATION FOR THE
911 MARSHALL FARMS ROAD – SURUJLALL PROPERTY
CASE NUMBER: AX-01-23-01

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10A(1), Article IV, Section 4-5, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, APRIL 18, 2023, at 6:15 p.m.**, or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Annexation for the 911 Marshall Farms Road – Surujlall Property. The property is assigned Parcel ID # 19-22-28-0000-00-011 and consists of approximately 2.22 acres. The property is located on the east side of Marshall Farms Road, beginning approximately 1,040 feet north of State Road 50. The applicant proposes developing office space for their commercial truck hauling operation and a repair shop to service their fleet.

Pursuant to Article V, Section 5-9B, of the Land Development Code, the Planning Director has determined that the subject property is within the Ocoee-Orange County Joint Planning Area (JPA) and that the requested annexation is consistent with the Ocoee-Orange County JPA Land Use Map and the Ocoee Comprehensive Plan. If the applicant's request for annexation is approved, the annexation will incorporate the property into the City of Ocoee.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 2.22 ACRES LOCATED AT 911 MARSHALL FARMS ROAD ON THE EAST SIDE OF MARSHALL FARMS ROAD, BEGINNING APPROXIMATELY 1,040 FEET NORTH OF STATE ROAD 50 AND ASSIGNED PARCEL ID NUMBER 19-22-28-0000-00-011, 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; REPEALING INCONSISTENT ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.



Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file, including a complete legal description, may be inspected at the Ocoee Planning Division located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings 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. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

April 6, 13, 2023 23-01284W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

West Orange Times c/o Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
REZONING FOR THE
911 MARSHALL FARMS ROAD – SURUJLALL PROPERTY
FROM ORANGE COUNTY A-1 TO CITY OF OCOEE C-2
CASE NUMBER: RZ-23-01-01

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10A(1), and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, APRIL 18, 2023, at 6:15 p.m.**, or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Rezoning for the 911 Marshall Farms Road – Surujlall Property. The property is assigned Parcel ID # 19-22-28-0000-00-011 and consists of approximately 2.22 acres. The property is located on the east side of Marshall Farms Road, beginning approximately 1,040 feet north of State Road 50. The applicant proposes to develop an office space for their commercial truck hauling operation along with repair shop to service their fleet.

Pursuant to Article V, Section 5-9B, of the Land Development Code, the Planning Director has determined that the subject property is within the Ocoee-Orange County Joint Planning Area (JPA) and that the rezoning on the property as proposed stated in the below ordinance title is consistent with the Ocoee-Orange County JPA Land Use Map and the Ocoee Comprehensive Plan.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE C-2 (COMMUNITY COMMERCIAL DISTRICT) AND UNCLASSIFIED DISTRICT ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 2.22 ACRES LOCATED AT 911 MARSHALL FARMS ROAD ON THE EAST SIDE OF MARSHALL FARMS ROAD, BEGINNING APPROXIMATELY 1,040 FEET NORTH OF STATE ROAD 50 AND ASSIGNED PARCEL ID NUMBER 19-22-28-0000-00-011, 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; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file, including a complete legal description, may be inspected at the Ocoee Planning Division located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings 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. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

April 6, 2023 23-01285W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE
The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 14

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for 413 Whittier Avenue - Phat An Temple Inc. Property - Annexation & Rezoning; Project No(s). AX-01-23-02 & RZ-23-01-02. (Zoning Manager Whitfield)

Background Summary:

First Reading of Ordinance: March 21, 2023

Owner/Applicant: Phat An Temple, Inc. / Ty Ho

General Location: The property is located in Commission District 2 on the east side of Whittier Avenue, beginning approximately 325 feet north of State Road 438.

Property Size and Parcel ID No.: The property contains approximately 0.16 acres and is assigned parcel identification number 17-22-28-3624-01-150.

Existing Site Conditions: The table below summarizes the existing conditions of the property.

Current Future Land Use (FLU) Map Designation	Current Zoning District	Existing Land Use	Overlays/Unique Features
Low Density Residential (4 units per acre)	R-1	Vacant	N/A

The property is surrounded by the following: jurisdictions, Future Land Use Map designations, zoning districts, and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Use
North	County	Low Density Residential	R-1	Single Family Dwelling
South	City	Prof. Offices & Services	Unclassified	Single Family Dwelling
East	City	Low Density Residential	R-1	Single Family Dwelling
West	County	Low Density Residential	R-1	Single Family Dwelling

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on 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 east and south 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 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 Whittier Avenue.

Utilities: The property owner has requested water service from the City. City water service is available from an existing 4" potable water line on the west side of Whittier Ave. 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 turnaround time. No sewer lines are available, and the property will be served by a private septic system.

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 2.1 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 3.6 miles (Policy Patrol Zone 5) within a 10-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 proposed ordinances for the Annexation and

Rezoning from Orange County R-1 (Single Family Residential District) to City of Ocoee R-1 (Single Family Dwelling District) of the Phat An Temple, Inc., property located at 413 Whittier Avenue?

Recommendations:

Development Review Committee Recommendation:
The Development Review Committee (DRC) met on Tuesday, February 7, 2023, 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-1 (Single Family Residential District) to City of Ocoee R-1 (Single Family Dwelling District) for the Phat An Temple Property located at 413 Whittier Avenue.

Planning & Zoning Commission Recommendation:
The Planning & Zoning Commission (PZC), acting as the Local Planning Agency (LPA), considered this item at its February 14, 2023 hearing and, identifying no issues, made a recommendation of approval of the proposed Annexation and Rezoning from Orange County R-1 (Single Family Residential District) to City of Ocoee R-1 (Single Family Dwelling District) for the Phat An Temple Property located at 413 Whittier Avenue.

Staff Recommendation:
Staff recommends that the City Commission approve the proposed Annexation and Rezoning from Orange County R-1 (Single Family Residential District) to City of Ocoee R-1 (Single Family Dwelling District) for the Phat An Temple Property located at 413 Whittier Avenue.

Attachments:
1. Location Map
2. Aerial Map
3. Zoning Map
4. FLU Map
5. Annexation and Rezoning Feasibility Report
6. Annexation Ordinance - 413 Whittier Ave
7. Rezoning Ordinance - 413 Whittier Ave_Phat An Temple Inc Property
8. Advertisements

Financial Impacts:
None

Type of Item: Second Reading Public Hearing

413 Whittier Avenue
Location Map

413 Whittier Avenue
Location Map

413 Whittier Avenue
Surrounding Zoning Map

Development Services Department

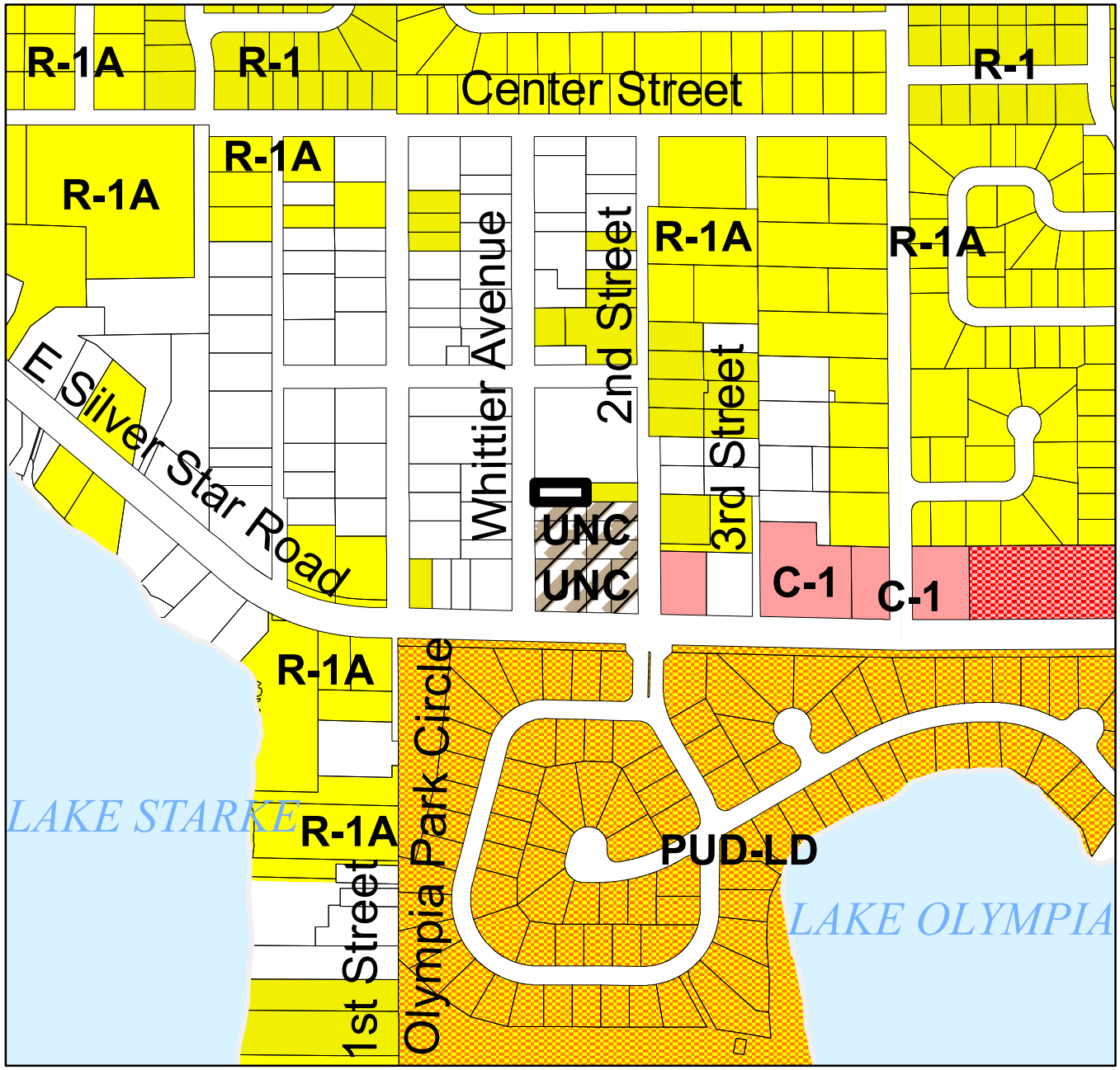
0 100 200 400 Feet

Created: January 2023

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



413 Whittier Avenue
Surrounding Future Land Use Map

Development Services Department

0 100 200 400 Feet

Created: January 2023

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)

CITY OF OCOEE
ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-01-23-02 & RZ-23-01-02
APPLICANT NAME: Ty Ho
PROJECT NAME: 413 WHITTIER AVENUE – PHAT AN TEMPLE, INC. PROPERTY

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	Anoch Whitfield, Zoning Manager
A. Applicant/Owner	
1. Owner (if different from Applicant)**:**	Phat An Temple, Inc. (Represented by Ty Ho)

B. Property Location	
1. General Location:	The property is generally located on the east side of Whittier Avenue, beginning approximately 325 feet north of State Road 438.
2. Parcel Identification Number:	17-22-28-3624-01-150
3. Street Addresses:	413 Whittier Avenue
4. Size and Number of Parcels:	0.16 acres (1 parcel)

C. Use Characteristics	
1. Existing Use:	Vacant
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-1
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:	Less than 5 min
2. Distance to Property:	2.1 miles
3. Fire Flow Requirements:	750 gpm

III. POLICE DEPARTMENT	
1. Police Patrol Zone / Grid / Area:	5
2. Estimated Response Time:	10 mins
3. Distance to Property:	3.6 miles
3. Average Travel Time	10 mins

IV. ECONOMIC VALUE	Anoch Whitfield, Zoning Manager
1. Property Appraiser Market Value:	$60,000 (as vacant land in County)
2. Property Appraiser Taxable Value	$60,000 (as vacant land in County)
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	
1. Within the 100-year Flood Plain:	No

VI. UTILITIES	Jennifer Bolling, Engineering Manager
A. Potable Water	
1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	
3. Extension Needed:	
4. Location and Size of Nearest Water Main:	

B. Sanitary Sewer	
1. In Ocoee Service Area:	No
2. City Capable of Serving Area:	
3. Extension Needed:	
4. Location and Size of Nearest Force Main:	
5. Annexation Agreement Needed:	

C. Other	
1. Utility Easement Needed:	
2. Private Lift Station Needed:	
3. Well Protection Area Needed:	

VII. TRANSPORTATION	Anoch Whitfield, Zoning Manager
1. Paved Access:	Yes – Whittier Avenue
2. ROW Dedication:	No
3. Traffic Study:	No
4. Traffic Analysis Zone:	

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	Anoch Whitfield, Zoning Manager

ORDINANCE NO. 2023-
(Annexation Ordinance for 413 Whittier Avenue –
Phat An Temple, Inc. Property)

TAX PARCEL ID: 17-22-28-3624-01-150

CASE NO. AX-01-23-02: 413 Whittier Avenue – Phat An Temple, Inc. 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 0.16 ACRES LOCATED ON THE EAST SIDE OF WHITTIER AVENUE, BEGINNING APPROXIMATELY 325 FEET NORTH OF STATE ROAD 438, 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; REPEALING INCONSISTENT ORDINANCES; 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 0.16 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 February 14, 2023, 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**. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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 _____, 2023.

APPROVED:

CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2023
READ SECOND TIME AND ADOPTED
_____, 2023, UNDER AGENDA
ITEM NO. ____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF_____, 2023

SHUFFIELD, LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-3624-01-150

HILLCREST HEIGHTS M/98 LOT 15 BLK A

EXHIBIT "B"

LOCATION MAP

ORDINANCE NO. 2023-
(Rezoning Ordinance for 413 Whittier Avenue – Phat An Temple, Inc. Property)

TAX PARCEL ID: 17-22-28-3624-01-150

CASE NO. RZ-23-01-02: 413 Whittier Avenue – Phat An Temple, Inc. Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-1 (SINGLE FAMILY DWELLING DISTRICT) TO CITY OF OCOEE R-1 (SINGLE FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.16 ACRES LOCATED ON THE EAST SIDE OF WHITTIER AVENUE, BEGINNING APPROXIMATELY 325 FEET NORTH OF STATE ROAD 438, 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; REPEALING INCONSISTENT ORDINANCES; 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 0.16 acres, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, from Orange County R-1 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 February 14, 2023, 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 April 18, 2023, 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 0.16 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County R-1 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**. All ordinances or parts of ordinances in conflict herewith are hereby repealed and rescinded.

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 _____, 2023.

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

ADVERTISED _____, 2023
READ FIRST TIME _____, 2023.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY
this _____ day of _____, 2023.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-3624-01-150

HILLCREST HEIGHTS M/98 LOT 15 BLK A

EXHIBIT "B"

LOCATION MAP

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
ANNEXATION FOR THE
413 WHITTIER AVENUE – PHAT AN TEMPLE INC PROPERTY
CASE NUMBER: AX-01-23-02

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10A(1), Article IV, Section 4-5, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, APRIL 18, 2023, at 6:15 p.m.**, or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Annexation for the 413 Whittier Avenue – Phat An Temple Inc. Property. The property is assigned Parcel ID # 17-22-28-3624-01-150 and consists of approximately 0.16 acres. The property is located on the east side of Whittier Avenue, beginning approximately 325 feet north of State Road 438. The applicant proposes to develop a single family dwelling.

Pursuant to Article V, Section 5-9B, of the Land Development Code, the Planning Director has determined that the subject property is within the Ocoee-Orange County Joint Planning Area (JPA) and that the requested annexation is consistent with the Ocoee-Orange County JPA Land Use Map and the Ocoee Comprehensive Plan. If the applicant's request for annexation is approved, the annexation will incorporate the property into the City of Ocoee.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.16 ACRES LOCATED ON THE EAST SIDE OF WHITTIER AVENUE, BEGINNING APPROXIMATELY 325 FEET NORTH OF STATE ROAD 438 AND ASSIGNED PARCEL ID NUMBER 17-22-28-3624-01-150, 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; REPEALING INCONSISTENT ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file, including a complete legal description, may be inspected at the Ocoee Planning Division located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings 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. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

April 6, 13, 2023 23-01286W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
REZONING FOR THE
413 WHITTIER AVENUE – PHAT AN TEMPLE INC PROPERTY
FROM ORANGE COUNTY R-1 (SINGLE FAMILY DWELLING DISTRICT)
TO CITY OF OCOEE R-1 (SINGLE FAMILY DWELLING DISTRICT)
CASE NUMBER: RZ-23-01-02

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10A(1), Article IV, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, APRIL 18, 2023, at 6:15 p.m.**, or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Rezoning for the 413 Whittier Avenue – Phat An Temple Inc. Property. The property is assigned Parcel ID # 17-22-28-3624-01-150 and consists of approximately 0.16 acres. The property is located on the east side of Whittier Avenue, beginning approximately 325 feet north of State Road 438. The applicant proposes to develop a single family dwelling.

Pursuant to Article V, Section 5-9B, of the Land Development Code, the Planning Director has determined that the subject property is within the Ocoee-Orange County Joint Planning Area (JPA) and that the requested Rezoning is consistent with the Ocoee-Orange County JPA Land Use Map and the Ocoee Comprehensive Plan. If the applicant's request for rezoning is approved, the subject property will be assigned the City of Ocoee R-1 (Single Family Dwelling District).

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-1 (SINGLE FAMILY DWELLING DISTRICT) TO CITY OF OCOEE R-1 (SINGLE FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.16 ACRES LOCATED ON THE EAST SIDE OF WHITTIER AVENUE, BEGINNING APPROXIMATELY 325 FEET NORTH OF STATE ROAD 438 AND ASSIGNED PARCEL ID NUMBER 17-22-28-3624-01-150, 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; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file, including a complete legal description, may be inspected at the Ocoee Planning Division located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings 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. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

April 6, 2023 23-01287W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 15

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading and Public Hearing of a Resolution Creating the Ocoee Northwest Brownfield Area. (Development Services Director Rumer)

Background Summary:

The State of Florida has provided in Ch. 97-277, Laws of Florida, codified as Sections 376.77-376.86, Florida Statutes, as amended, "Brownfield Redevelopment Act" for the designation by resolution of certain lands as a "Brownfield Area", and for the corresponding provision of environmental remediation, rehabilitation, and economic redevelopment for such areas. The City of Ocoee proposes to identify a geographical area and to notify the Florida Department of Environmental Protection of its decision to designate a Brownfield Area for remediation, rehabilitation and economic redevelopment as a way to represent a reasonably focused approach to eliminate blight and raise property values. The reason for providing the brownfield designation is to allow for accelerated environmental assessment and, if necessary, remediation of the properties identified in the area and to allow access to funding via grants or other mechanisms to clean up said properties. The Brownfield Area will be called the Ocoee Northwest Brownfield Area.

Issue:

Should the Honorable Mayor and City Commissioners approve a resolution designating certain lands as a "Brownfield Area" to enable the statutory provisions for environmental remediation, rehabilitation, and economic redevelopment?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners approve a resolution designating certain lands as a "Brownfield Area" to enable the statutory provisions for environmental remediation, rehabilitation, and economic redevelopment.

Attachments:

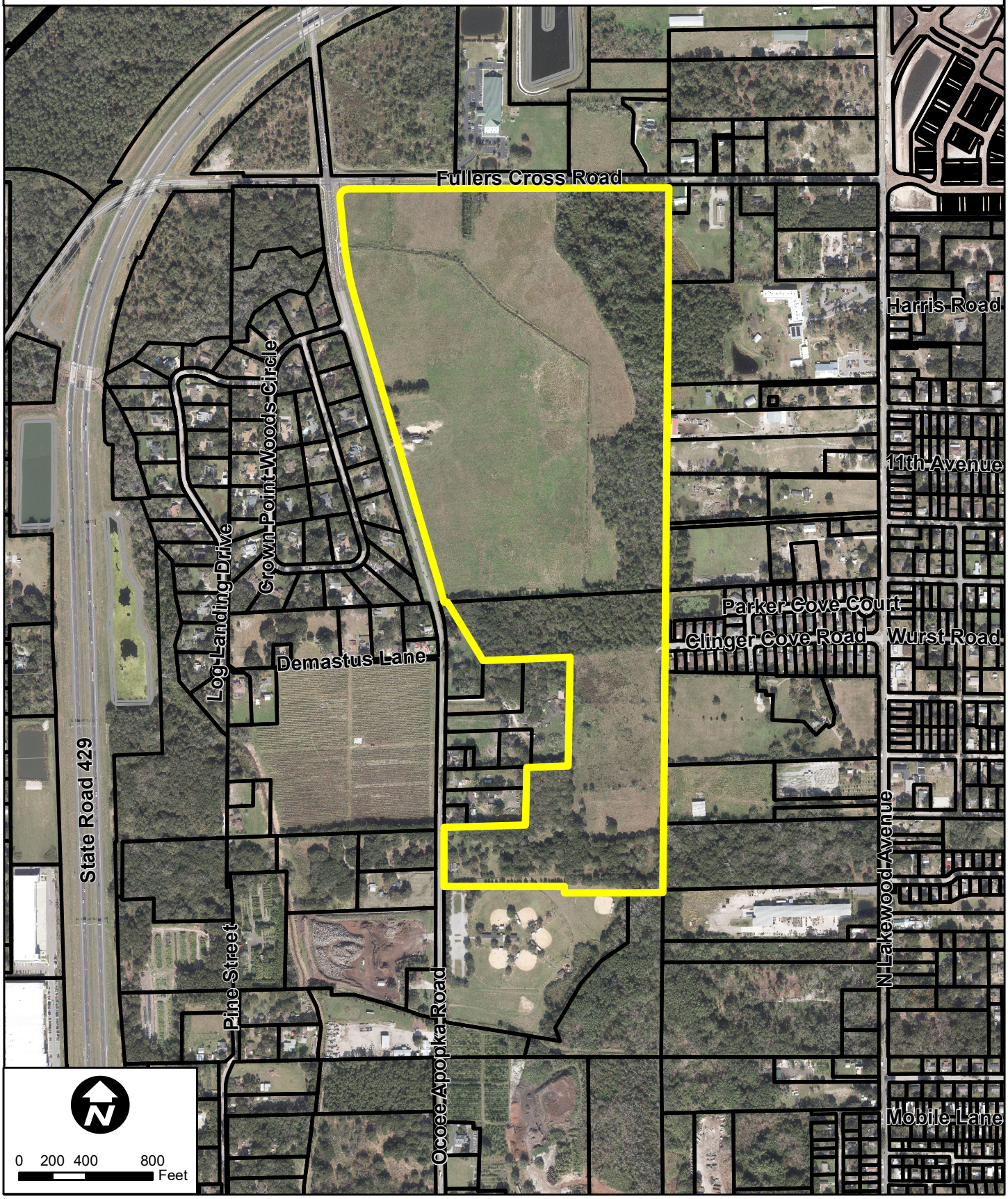
1. Location Map & Resolution
2. Display Ad Published 04-06-23 & 04-18-23

Financial Impacts:

No Financial Impacts are committed with approval of this resolution.

Type of Item: First Reading Public Hearing

Northwest Ocoee Brownfield Area
Location Map



RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, CREATING THE OCOEE NORTHWEST BROWNFIELD AREA; FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION, REHABILITATION AND ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION AS REQUIRED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida has provided in Ch. 97-277, Laws of Florida, codified as Sections 376.77-376.86, Florida Statutes, as amended, "Brownfield Redevelopment Act:" for the designation by resolution of certain lands as a "Brownfield Area", and for the corresponding provision of environmental remediation, rehabilitation, and economic redevelopment for such areas; and

WHEREAS, the City of Ocoee shall notify the Florida Department of Environmental protection of its decision to designate a Brownfield Area for remediation, rehabilitation and economic redevelopment including the required map, as set forth in the Act; and

WHEREAS, such brownfield designation will allow for accelerated environmental assessment and, if necessary, remediation of the property; and

WHEREAS, such brownfield designation will allow access to job-related bonus monies thereby encouraging job creation; and

WHEREAS, the proposed brownfield area warrants economic development and has a reasonable potential for such activities; and

WHEREAS, the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage; and

WHEREAS, the proposed area of designation has the potential to interest the private sector in participating in rehabilitation; and

WHEREAS, the designation of the proposed area is consistent with the Goals, Objectives and Policies the City of Ocoee's Comprehensive Plan;

WHEREAS, the City of Ocoee has complied with the procedures set forth in Section 166.041, Florida Statutes (2016), including notice and public hearing(s) in accordance with Sections 376.80 (1) and 166.041 (3) (c) 2, Florida Statutes (2016).

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OCOEE, FLORIDA:

SECTION ONE, RECITALS. The recitals set forth in the whereas clauses to this Resolution are hereby adopted as the legislative and administrative findings of the City Commission.

SECTION TWO, AREA AND CONDITIONS. That the mapped area described in Exhibit 'A', attached hereto and incorporated herein by reference, is hereby designated as included in the Ocoee Northwest Brownfield Area for environmental remediation, rehabilitation, and economic redevelopment as set forth in the Act under the following terms and conditions:

a. The City of Ocoee shall, as soon as practical, designate the entity or entities responsible for the remediation and rehabilitation of the Brownfield Area, or specific portions thereof, pursuant to Section 376.80 (3), Florida Statutes. The designation of a responsible entity shall not render the City of Ocoee responsible for the costs and liabilities associated with site remediation, rehabilitation, economic redevelopment or source removal, as those terms are defined in the Act unless the City of Ocoee specifically designates itself as the responsible person pursuant to said Section.

b. The designation of such Brownfield Area by this Resolution does not render the City of Ocoee responsible for the costs and liabilities associated with the site remediation, rehabilitation, economic redevelopment or source removal, as those terms are defined in the Act unless the City of Ocoee specifically designates itself as the responsible person pursuant to Section 376.80 (3), Florida Statutes (2016).

c. Nothing in this Resolution shall be deemed to prohibit, limit, or amend the authority and power of the City of Ocoee, to designate any other property or properties as a Brownfield Site or Brownfield Area, or to modify, amend, or withdraw the designation established herein.

SECTION THREE. CLERK'S NOTIFICATION. In accordance with Section 376.80(1), Florida Statutes (2016), the City Clerk is hereby directed to notify the Florida Department of Environmental Protection of the City of Ocoee's designation of a Brownfield Area for rehabilitation for the purposes of Sections 376.77-376.86, Florida Statutes (2016).

SECTION FOUR. EFFECTIVE DATE. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Ocoee, Florida.

FIRST READING AND PUBLIC HEARING HELD ON:
_____, 2023

SECOND READING AND PUBLIC HEARING HELD ON:
_____, 2023

PASSED AND RESOLVED this _____ day of _____, 2023, by the City Commission of the City of Ocoee, Florida.

APPROVED:

CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

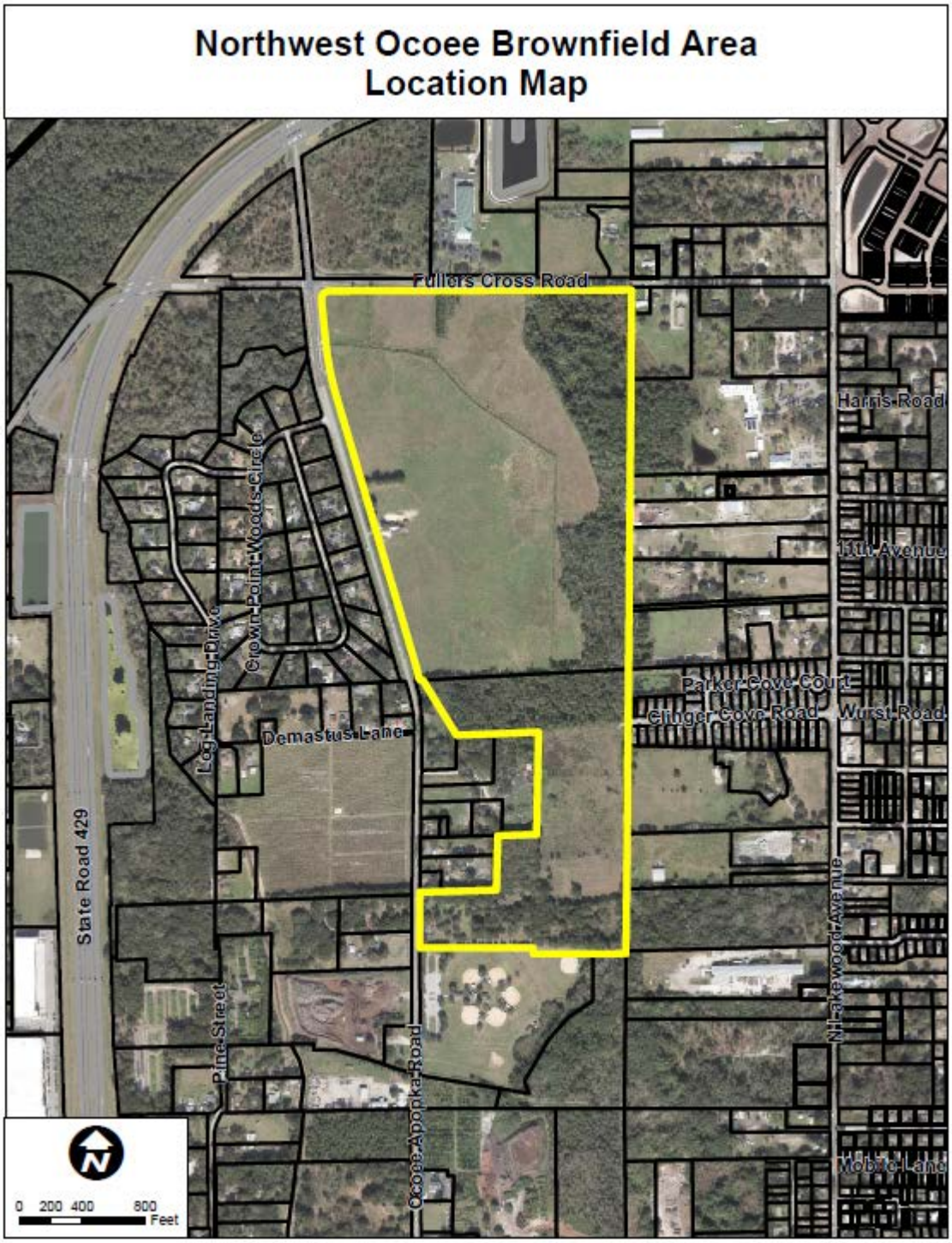
RESOLUTION APPROVED BY THE OCOEE CITY COMMISSION ON _____ _____, 2023 UNDER AGENDA ITEM NO. _____.

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this ____ day of _____, 20__.

SHUFFIELD, LOWMAN & WILSON, P.A.

By:_____
City Attorney

EXHIBIT A


Northwest Ocoee Brownfield Area
Location Map
Fullers Cross Road
Harris Road
11th Avenue
Crown Point Woods Circle
Log Landing Drive
Parker Cove Court
Ginger Cove Road
Wurst Road
Demastus Lane
State Road 429
N Lakewood Avenue
Pine Street
Ocoee Apopka Road
Mobley Lane
0 200 400 800
Feet

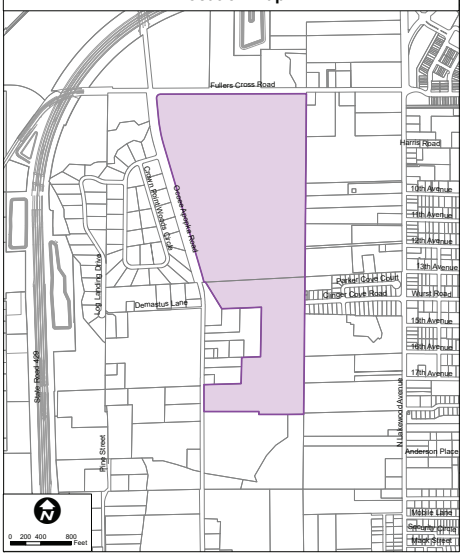
CITY OF OCOEE
NOTICE OF PUBLIC HEARING
NORTHWEST OCOEE BROWNFIELD AREA

NOTICE IS HEREBY given that the City of Ocoee City Commission will consider the adoption of the proposed Resolution, creating the Northwest Ocoee Brownfield Area for remediation, rehabilitation, and economic redevelopment pursuant to the requirements as amended in Ch. 97-277, Laws of Florida, codified as Sections 376.77 - 376.86, Florida Statutes.

The **OCOEE CITY COMMISSION** will hold the 1st public hearing on **TUESDAY, APRIL 18, 2023, AT 6:15 PM** or as soon thereafter as practical. The public hearing will be held in the City Hall Commission Chambers located at 1 N Bluford Ave. The **OCOEE CITY COMMISSION** will hold the 2nd public hearing on **TUESDAY, MAY 2, 2023, AT 6:15 PM** or as soon thereafter as practical. The public hearing will be held in the City Hall Commission Chambers located at 1 N Bluford Ave, Ocoee.

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, CREATING THE NORTHWEST OCOEE BROWNFIELD AREA; FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION, REHABILITATION, AND ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION AS REQUIRED; AND PROVIDING AN EFFECTIVE DATE.

Northwest Ocoee Brownfield Area
Location Map



Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. You are advised that any person who desires to appeal any decision made at the public hearings 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. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

401107-1

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 16

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Adoption of Resolution Increasing Rates for Solid Waste/Residential Service. (Public Works Director Krug)

Background Summary:

The City Commission approved Resolution No. 2019-013 on September 11, 2019 to establish the current rate for solid waste/residential curbside services for garbage, recycling and yard & bulk waste collection. The Commission approved on September 21, 2022 to increase the rate for service by $1.25 per month ($15.00 annually) in order to create a Sanitation Coordinator's position to be a liaison between the City, the citizens and the franchise vendor to ensure contract service requirements and customer service expectations are met. The current rate is $275.25 annually. The new rate will include the 1.4% annual increase, plus the additional $15.00 annual fee, to provide a new annual fee of $294.12 ($24.51 monthly). Approval of a Resolution will adopt the new rate which provides an increase of $268,727.67 from the current year.

Issue:

Request City Commission adopt the proposed residential solid waste rate through a resolution for the sanitation coordinator's position, a liaison between the City, the citizens and the franchise vendor to ensure contract service requirements and customer service expectations are met.

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners adopt a resolution to increase the rate for residential solid waste to $24.51 monthly ($294.12 annually).

Attachments:

1. Resolution
2. Presentation
3. 09-21-2022 Minutes
4. Advertisement

Financial Impacts:

Generate revenues of $4,188,562.92 for the Solid Waste fund.

Type of Item: Public Hearing

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, INCREASING RATES FOR SOLID WASTE/RESIDENTIAL CURBSIDE (GARBAGE, RECYCLING AND YARD & BULKY WASTE) SERVICE; REPEALING RESOLUTIONS OR PORTIONS OF RESOLUTIONS INCONSISTENT THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Section 143-8 of the Code of Ordinances of the City of Ocoee, Florida, Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

WHEREAS, the City Commission has determined it is necessary to increase the rates for the residential curbside (garbage, recycling and yard & bulky waste) services in order to contract services to the City's solid waste services franchisee; and

WHEREAS, the provisions of Chapter 143 of the City of Ocoee Code require that the solid waste services rates be approved by the City Commission at an advertised public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. **Authority.** The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Section 143-8 of the Code of Ordinances of the City of Ocoee, Florida, Article VIII of the Constitution of the State of Florida and Chapter 166, Florida statutes.

SECTION 2. Repeal of Resolution 2019-013. Resolution No. 2019-013, adopted September 11, 2019, is hereby repealed in its entirety.

SECTION 3. Increased Rates for Solid Waste/Residential Curbside (Garbage, Recycling and Yard & Bulky Waste) Services. Pursuant to Section 143-8 (A) of the Code of Ordinances of the City of Ocoee, the City Commission of the City of Ocoee hereby establishes the following rates for the residential curbside (garbage, recycling and yard & bulky waste) services:

Effective October 1, 2023 with an initial fee of $24.51 monthly ($294.12 annually) and a 1.4 percent annual increase per customer.

SECTION 4. Advertised Public Hearing. Pursuant to Section 143-8(A), this resolution was adopted by the City Commission of the City of Ocoee at an advertised public hearing on _____.

SECTION 5. Inconsistent Resolutions. The provisions of resolutions or parts thereof which are inconsistent or in conflict with this Resolution are hereby repealed.

SECTION 6. Severability. If any section, subsection, sentence, clause 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 7. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this ___ day of _____, 2023.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

By: _____
Melanie Sibbitt, City Clerk

By: _____
Rusty Johnson, Mayor

(SEAL)

FOR THE USE AND RELIANCE
ONLY OF THE CITY OF OCOEE, FLORIDA:
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2023

By: _____
Scott Cookson, City Attorney

APPROVED BY THE OCOEE
CITY COMMISSION AT A MEETING
HELD ON _____, 2023
UNDER AGENDA ITEM NO. _____

Cost for Bulk Collection Code Violations:*

- $ 56,550 Compliance Supervisor (new).
  A full time City employee who coordinates directly with Waste Connections and City Residents. The employee would work proactively to mitigate collection issues and ensure compliance with both the City Solid Waste Collection Ordinance and the Waste Connections Contract.
- $ 45,000 Claw truck (new. $180K over 4 years).
- $ 32,000 Pickup truck 4x2 (new – first year cost).
- $ 25,000 Fuel and Maintenance.
- $150,000 Dump fees (estimated).
- $ 29,000 Future Capital Replacement Costs.
- $ 71,700 Reimbursement General Fund.
- $409,250 Total

Current home count: 14,241
$409,250 / 14,241 homes = $28.74 annually = $2.40 monthly.

* The City's ability to charge for collecting excess bulk may require contract review.

ocoee florida

Public Works Team Residential Bulk Collection

Cost for Bulk Collection Code Violations:

- $ 56,550 Compliance Supervisor (new).
- $ 32,000 Pickup truck 4x2 (new – first year cost).
- $ 25,000 Fuel and Maintenance.
- $ 29,000 Future Capital Replacement Costs.
- $ 71,700 Reimbursement General Fund.
- $214,250 Total

Current home count: 14,241
$214,250 / 14,241 homes = $15.04 annually = $1.25 monthly.

Final Budget Hearing

OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 North Bluford Avenue, Ocoee, FL

September 21, 2022 **MINUTES** **6:00 P.M.**

I. CALL TO ORDER - 6:00 PM

A. Invocation and Pledge of Allegiance

Mayor Johnson called the final budget hearing to order at 6:00 PM in the Commission Chambers of City Hall. The invocation was led by **Mayor Johnson** followed by the Pledge of Allegiance to the Flag.

B. Roll Call and Determination of Quorum - 6:01 PM

City Clerk Sibbitt called the roll and declared a quorum present.
Present: Commissioner Brinson, Commissioner Wilsen, Mayor Johnson, Commissioner Firstner, Commissioner Oliver
Also Present: City Manager Frank, City Attorney Cookson, City Clerk Sibbitt, Finance Director Roberts

II. PUBLIC HEARING - 6:01 PM

A) Announcement by Mayor Johnson

Mayor Johnson announced this is an advertised public hearing to adopt a final millage rate and finalize the budget for the City of Ocoee for the Fiscal Year 2022-2023 commencing on October 1, 2022, and ending September 30, 2023. The City Commission has previously approved a tentative millage rate of 4.9732 mills, which represents a 7.2% increase in millage over the roll-back rate of 4.6361 mills. The advertised tentative millage rate of 5.05 mills is the maximum millage rate which may be adopted by the City Commission at this Final Budget Public Hearing tonight. He then asked the Director of Finance to make a brief presentation.

B) Briefing by Director of Finance on the percentage increase in millage under the rolled-back rate necessary to fund the budget and the specific purpose for which ad valorem tax revenues are being increased. 6:02 PM

Finance Director Roberts announced the following adjustments made during the Tentative Budget Hearing:

- The HRDB budget was increased to $100,000 for multi-cultural events – an increase of $55,000.
- The Youth Council budget was reinstated at $10,000.
- The Youth Initiatives budget was decreased by $5,000.
- $50,000 was added to sidewalks.

In addition, the staffing list was amended to show the Mayor and Commissioners holding elected positions neither full or part-time, and a new budget line was added titled "Transfer Out - Ocoee Music Festival." Neither of these items impacted the budget.

The budget is balanced at 4.9500 mills, which is 7% above the rolled-back rate of 4.6361 mills. The increase in the millage will be used to balance the budget which provide for Citywide operations and capital improvements. At the previous budget hearing, the City Commission discussed the possibility of adding supplementary bulk collection services to the Solid Waste Fund. City staff has collected the cost for providing that service and is prepared to present those costs.

Finance Director Roberts presented and explained two options (Option A & Option B) for Bulk Collection - Code Violations. Option A included a purchase of a claw truck, dump fees, may require contract review for the City's ability to charge for collecting excess bulk, and was estimated to cost $2.40/monthly. Option B would not include the purchase of a claw truck or require dump fees, and was estimated to cost $1.25/monthly.

Mayor Johnson inquired if changes to the Bulk Collection would affect the millage rate. **Finance Director Roberts** explained the implementation of the Solid Waste Program would not affect the millage rate as the General Fund would be loaning the money to the Solid Waste Fund.

Commissioner Wilsen inquired how Option B would correct the issue of residents placing extra yard waste for collection. **City Manager Frank** explained the current process is a call between the resident and Waste Connections; whereas, the options presented will provide a City employee to coordinate directly with Waste Connections and the City Resident. The employee would work proactively to mitigate collection issues and ensure compliance with both the City Solid Waste Collection Ordinance and the Waste Connections Contract. **Commissioner Brinson** inquired what the current process is regarding a missed collection. **City Engineer Campanale** explained the current calls they field with regard to Solid Waste Collection, and shared that many residents do not understand the requirements. He further expounded on how the options proposed would enhance the level of service to the residents. **Commissioner Oliver** inquired about the benefit of the claw truck in Option A, and the new position of Compliance Supervisor. **City Engineer Campanale** addressed his questions, and shared the Compliance Supervisor would also be the claw truck operator. A brief discussion ensued on the options presented. **Commissioner Oliver** shared his confusion on why they would need to look at the contract if they owned the claw truck. **City Manager Frank** addressed his question.

1. Comments by Citizens - 6:23 PM

Mayor Johnson opened the floor for public comments.

The following persons addressed the City Commission:

- **Jim Moyer**, *Ocoee Resident*, suggested a third option for the Solid Waste Collection issue of only hiring the Compliance Supervisor and allow them to gather information before proceeding with the presented additional costs.

- **Brent Deitrick**, *Ocoee Resident*, inquired when hurricane season occurs, will they have the same Solid Waste Collection Service. **City Manager Frank** explained the City's process on reporting to FEMA for Solid Waste collections after a hurricane.

The public hearing was closed.

2. Comments by Commissioners - 6:28 PM

Commissioner Wilsen inquired if they would need a vote this evening for the Bulk Collection options. **City Attorney Cookson** explained City staff is seeking direction on how to proceed so they may review the ordinance and contracts. A brief discussion ensued on the claw truck.

Consensus of the City Commission was to have City staff proceed with Option B as presented.

3. Comments by Citizens - 6:34 PM

Mayor Johnson opened the floor for public comments.

The following persons addressed the City Commission:

- **Jim Moyer**, *Ocoee Resident*, asked for $500 to be reinstated annually to American Legion Post 109, as was done in the past. He further commended the Finance Director for her work on the budget.

Commissioner Wilsen shared that she responded to his email and explained the funding he is requesting was initially provided by the Community Merit Board, but that Board is no longer active. She further explained each Elected Official has discretionary funds which is where the funds would come from, if he sends them an individual request.

- **Tonya Dorisca**, *Ocoee Resident and HRDB Member*, shared she was present at the Tentative Budget Public Hearing to request funding for multi-cultural events, and realized there were concerns about the motion that was made by the HRDB. She read the motion as provided to her by the Recording Clerk and thanked the City Commission for the approval of the funds.
- **Brad Lomneck,** *Ocoee Resident and HRDB Member,* commented on the HRDB budget and the request for additional funding for projects that he felt the Board volunteers were not prepared to host. He further commented on the ARPA funding in place for the Fire Station and the Training Center for the Police Department, which he voiced is needed, and asked that funds not be taken from that budget to be used elsewhere.
- **Vivian Lyte-Johnson,** *Ocoee Resident,* shared she has attended the HRDB Meetings as a citizen and is troubled with the miscommunication amongst the members. She further shared her support in the HRDB receiving the additional funding.

The public hearing was closed.

Commissioner Wilsen recounted the HRDB funding discussion from the Tentative Budget Public Hearing, and shared she is not in favor of the additional request for funding as she felt there were unanswered questions on how the funds would be disbursed.

Commissioner Firstner confirmed that if the HRDB did not present the City Commission with acceptable multi-cultural events, then they would not be able to spend the funds. **Assistant Support Services Director Gaines** explained the HRDB is an Advisory Board. So they would have to receive City Commission approval for their events prior to using budgeted funds.

Commissioner Oliver thanked Ms. Dorisca for the clarification, and further explained his request for the $100,000. He commented on the simplicity of the HRDB being able to team up with any Board that is interested in hosting a multi-cultural event. He shared that there is a lack of understanding of Arts & Culture within the City which he felt could assist with bringing in revenue.

Mayor Johnson shared his support for the HRDB Chair, and her request for the funding of their annual planned events. He explained that additional funding should not be fronted until they have planned events. He further explained the sponsor and budget process for the Music Festival.

Discussion ensued about the increase to the HRDB budget, and how the City Commission would approve those event requests. **Commissioner Brinson** cautioned that this item has already been voted on and felt they should not be discussing changes to the motion that was approved at the Tentative Budget Hearing. **City Attorney Cookson** recounted the discussion from the Tentative Budget Hearing, and explained that the motion approved was for the additional increase in funding to be utilized by the HRDB; however, since they have not adopted the Final Budget, they can still have discussions and make amendments. He further clarified with Commissioner Wilsen that she is asking to know who can utilize the funding which does not affect the budgeted amount. **Commissioner Wilsen** agreed that what she is confirming is that the funds would be available for other advisory boards to utilize, and those boards would need City Commission approval. A brief discussion ensued on the procedures for advisory boards to utilize budgeted funds for events.

Motion: Move that the additional $55,000 that was designated to the HRDB can be utilized by other Advisory Boards, including the HRDB; and further, the use of those funds would have to be for a specific event approved by the City Commission; Moved by Commissioner Wilsen, Seconded by Commissioner Firstner.

Commissioner Oliver explained the current event approval process, the mission and objectives of the HRDB; and further, commented that funding should only be provided to boards that oversee a multi-cultural event. **Commissioner Brinson** voiced his discontent with ignoring the integrity of the HRDB, and making budget requests for other advisory boards who did not come before them for funding.

Motion passed 3-2 with Commissioner Brinson and Commissioner Oliver opposing.

C) Amendments to Proposed Tentative Budget - 7:24 PM

D) Announcement by Director of Finance of the proposed final millage rate and the percent by which the proposed millage rate exceeds the rolled-back rate. This percentage is the proposed final percentage increase in property taxes. 7:35 PM

Both Items C and D were heard out of Agenda Order under E 2. Comments by Commissioners on Final Millage Rate.

E) Adoption of Final Millage Rate – 7:22 PM

City Attorney Cookson announced the name of the taxing authority is the City of Ocoee. The rolled-back millage rate is 4.6361 mills. The percentage by which the proposed millage rate exceeds the rolled-back rate is 7%. The millage rate proposed by the Ordinance is 4.9500 mills.

City Attorney Cookson read the title of the ordinance.

The ordinance as adopted carries the following title:

ORDINANCE NO. 2022-14

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ESTABLISHING A FINAL MILLAGE RATE OF 4.9500 MILLS FOR AD VALOREM TAXES FOR THE CITY OF OCOEE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR MILLAGE ADJUSTMENT; PROVIDING FOR COLLECTION OF TAXES; PROVIDING FOR 7% INCREASE IN MILLAGE RATE OVER THE ROLLED-BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

1. Comments by Citizens – 7:24 PM

Mayor Johnson opened the floor for public comments by citizens.

No speaker reservation forms were received; therefore, the public hearing was closed.

2. Amendments to the Proposed Tentative Budget & Comments by Commissioners on Final Millage Rate – 7:24 PM

Commissioner Oliver commented on the decrease made to the Youth Initiative budget which he had proposed be used for Ocoee Youth Council travel, and inquired if the motion at the Tentative Budget Hearing was approval for local travel only.

Motion: Move to reinstate the Youth Initiative budget back to $10,000 for local travel and the Florida League of Cities Tallahassee Conference; Moved by Commissioner Oliver, Seconded by Commissioner Brinson.

Commissioner Wilsen voiced her support on the local travel only. **Mayor Johnson** commented that he does not have a problem with the Ocoee Youth Council going to Tallahassee as he felt they should be able to see their legislatures at work.

Commissioner Oliver asked OYC Coordinator Dillard questions related to the Youth Council. **OYC Coordinator Dillard** addressed his questions. **Mayor Johnson** commented on the importance of the youth also fundraising money to cover costs associated with their travel.

Amended Motion: Move to increase Youth Initiative budget to $7,500 for local travel and the Florida League of Cities Tallahassee Conference; Moved by Commissioner Oliver, Seconded by Mayor Johnson. Motion carried 5-0.

Announcement by Director of Finance of the proposed final millage rate and the percent by which the proposed millage rate exceeds the rolled-back rate. This percentage is the proposed final percentage increase in property taxes. 7:35 PM

Finance Director Roberts advised the proposed millage rate is 4.9500 mills which is 7% above the rolled-back rate of 4.6361 mills. The increase in the millage will be used to balance the budget which provide for Citywide operations and capital improvements. **City Manager Frank** inquired about the $2,500 increase to the Youth Initiative and where the funds would be coming from. **Commissioner Oliver** inquired if there was $2,500 in Contingency Funds that could be rolled over for this special circumstance. **Mayor Johnson** commented on rolling over the funds from the Unity Park monument budget. **Finance Director Roberts** confirmed funds could be rolled over and the millage rate would not be affected.

City Attorney Cookson announced the name of the taxing authority is the City of Ocoee. The rolled-back millage rate is 4.6361 mills. The percentage by which the proposed millage rate exceeds the rolled-back rate is 7%. The millage rate proposed by the Ordinance is 4.9500 mills.

City Attorney Cookson read the title of the ordinance.

The ordinance as adopted carries the following title:

ORDINANCE NO. 2022-14

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ESTABLISHING A FINAL MILLAGE RATE OF 4.9500 MILLS FOR AD VALOREM TAXES FOR THE CITY OF OCOEE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR MILLAGE ADJUSTMENT; PROVIDING FOR COLLECTION OF TAXES; PROVIDING FOR 7% INCREASE IN MILLAGE RATE OVER THE ROLLED-BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

3. Motion to Adopt Ordinance No. 2022-14, Setting Final Millage Rate (TIME: 7:39 PM)
Motion: Move to adopt Ordinance No. 2022-14 setting a final millage rate of 4.9500 mills for the fiscal year beginning October 1, 2022, and ending September 30, 2023; Moved by Commissioner Wilsen, seconded by Commissioner Brinson. Motion carried 5-0.

F) Adoption of Final Budget – 7:40 PM

City Attorney Cookson read the title of the ordinance.

The ordinance as adopted carries the following title:

ORDINANCE NO. 2022-15

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

1. Comments by Citizens – 7:40 PM

Mayor Johnson opened the floor for public comments by citizens.

No speaker reservation forms were received; therefore, the public hearing was closed.

2. Comments by Commissioners on Final Budget – 7:41 PM

No additional comments were made.

3. Motion to Adopt Ordinance No. 2022-15, Adopting Final Budget (TIME:7:41 PM)

Motion: Move to adopt Ordinance No. 2022-15, approving a final budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023; Moved by Commissioner Oliver, Seconded by Commissioner Wilsen. Motion carried 5-0.

Mayor Johnson announced that emails were received by citizens about the budget, and are considered public records which can be requested through the City Clerk's Department.

III. ADJOURNMENT

The meeting was adjourned at 7:44 PM.

APPROVED:

Attest:

Melanie Sibbitt, City Clerk

City of Ocoee

Rusty Johnson, Mayor

West Orange Times c/o Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
NOTICE OF INTENT TO INCREASE
SOLID WASTE/RESIDENTIAL CURBSIDE SERVICE FEES

NOTICE IS HEREBY GIVEN, pursuant to Chapter 143-8.A, of the Code of the City of Ocoee, that on **TUESDAY, APRIL 18, 2023, at 6:15 p.m.**, or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the Ocoee City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the following Resolution:

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, INCREASING RATES FOR SOLID WASTE/RESIDENTIAL CURBSIDE (GARBAGE, RECYCLING AND YARD & BULKY WASTE) SERVICE; REPEALING RESOLUTIONS OR PORTIONS OF RESOLUTIONS INCONSISTENT THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

The City Commission may continue the public hearing to other dates and times as desires. Any interested party shall be advised that the dates, times, and places of any continuation of this or continued public hearings shall be announced during the hearing and that no further notices regarding these matters will be published.

A copy of the proposed Resolution may be inspected at the Ocoee City Clerk Department, 1 North Bluford Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. Interested parties may appear at the meeting and be heard with respect to the proposed Resolution. Any person who desires to appeal any decision made during the public hearing will need a record of the proceeding and for this purpose may need to ensure that a verbatim record of the proceeding is made which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

April 6, 2023 23-01283W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE
The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 17

Contact Name: Kathy Heard
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of Commission Liaisons to Various Boards. (City Clerk Sibbitt)

Background Summary: Each year the Commission reviews the Liaisons Appointments to various boards and makes changes, if needed. In 2022 the following appointments were made:

Parks and Recreation Board * **	Commissioner Wilsen
Citizens Advisory Board for the Police Dept. * **	Commissioner Brinson
Citizens Advisory Board for the Fire Dept. * **	Commissioner Firstner
**Human Relations Diversity Board ** **	Commissioner Oliver
**Personnel Board ** **	Mayor Johnson
**Tri-County League of Cities * **	Commissioner Wilsen
**West Orange Airport Authority * **	Commissioner Oliver
**W.O. Chamber of Commerce * **	City Manager Frank
**Education Incentive Board ** **	Commissioner Brinson
**MetroPlan Orlando Municipal Advisory Committee (MAC) * **	Commissioner Firstner

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

Issue:
Should the Honorable Mayor and City Commissioners appoint commission liaisons to the various boards listed above?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners make appointments to the above-listed boards.

Attachments:
None

Financial Impacts:
None

Type of Item: Regular

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 18

Contact Name: Kathy Heard
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval to Appoint the Mayor Pro Tem. (City Clerk Sibbitt)

Background Summary:

Section C-9 of the Ocoee City Charter states: … *"The Mayor pro tem shall be elected from among the Commissioners by the City Commission but shall continue to represent the district in which such Commissioner resides. The Mayor pro tem shall be elected at the first City Commission meeting following the swearing in of the candidates elected at each general city election … and shall serve as Mayor pro tem until the successor is elected."*

On March 20, 2007, the City Commission created a policy to elect the Mayor pro tem annually, even in non-election years, and on April 6, 2021, the City Commission made a consensus to rotate the Mayor pro tem annually by district. In 2021, Commissioner Wilsen (District 2) served as Mayor pro tem followed by Commissioner Firstner (District 3) in 2022. Therefore, if the City Commission continues with their previous consensus, the District 4 Commissioner would be considered for appointment as Mayor pro tem for the 2023-2024 term; however, the District 4 seat is currently vacant.

Issue:

Who should the Honorable Mayor and City Commissioners elect as Mayor pro tem in accordance with City Charter Section C-9 and Commission Policy?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners elect a Mayor pro tem for the 2023-2024 term in accordance with City Charter Section C-9 and Commission Policy.

Attachments:

None

Financial Impacts:

None

Type of Item: Regular

STAFF REPORT

Meeting Date: April 18, 2023
Item #: 19

Contact Name:
Contact Number:

Department Director:
City Manager: Robert Frank

Subject: Discussion of Agenda Format for City Commission Meetings. (City Manager Frank)

Background Summary: At the request of the Mayor, this item has been brought forward for the Mayor and Commission to discuss and consider making the following three changes to the format of City Commission meetings:

1. Have one public comment period during the early part of the meeting prior to the consent agenda being heard and removing the public comments at the end;
2. Reduce the time limit for elected officials' comments at the end of meetings from ten minutes to three minutes.
3. Eliminate the City Commission announcements meeting that follows the adjournment of City Commission meetings.

Issue:
Should the City Commission modify the meeting agenda format for City Commission meetings?

Recommendations:
The City Commission will discuss and determine how to proceed.

Attachments:
None

Financial Impacts:
None

Type of Item: Regular