



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

June 3, 2025

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING - REVISED

• CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• PRESENTATIONS AND PROCLAMATIONS

Presentation of Audit Results for the Fiscal Year Ending September 30, 2024. **(Acting Finance Director Lawitzke)**

Forest Lake Golf Course 30-Day Update by Robert Utsey with ZHA

• STAFF REPORTS AND AGENDA REVIEW

• PUBLIC COMMENTS

• CONSENT AGENDA

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

1. Approval of Minutes from the Regular City Commission Meeting held May 20, 2025. **(City Clerk Sibbitt)**
2. Approval of New Appointment to the Code Enforcement Board. **(City Clerk Sibbitt)**
3. Approval of Resolution for City Commission Support for H.R. 672 (Representative Mario Diaz-Balart) to Direct the United States Postal Service to Designate Single, Unique ZIP Codes for Certain Communities, including Ocoee. **(Assistant City Manager Rumer)**
4. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement with Everest Realty Thirteen, LLC for the Everest Rehabilitation Hospital. **(Development Engineer Keaton)**
5. Approval for Consent to Assignment and Novation with WSP USA Inc. for Continuing Water Quality Professional Services. **(Staff Engineer Burch)**
6. Approval for Demolition of Structures at 35 W. Geneva St. and 669 S. Cumberland Ave. **(Assistant Public Works Director Gajadhar)**
7. Approval of Change Order No.1 for ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station. **(Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE**

8. First Reading of Ordinances for 524, 518 & 508 Woodson Ave. - Legacy Homes FL LLC Annexation & Rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District); Project No(s): AX-04-25-04, AX-04-25-03, AX-04-25-02, RZ-25-04-04, RZ-25-04-03, & RZ-25-04-02. **(Planner I Belizaire)**

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

• **PUBLIC HEARING**

9. Public Hearing for 1561 Dusty Pine Drive - Fermaint Property Variance Request; Project No: VR-25-01. **THIS ITEM IS BEING CONTINUED AT THE REQUEST OF STAFF TO A FUTURE DATE TO BE DETERMINED.** (Planner I Belizaire)

• **REGULAR AGENDA**

• **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

• **ADJOURNMENT**

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

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

May 20, 2025

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:16 PM**

Mayor Johnson called the regular session to order at 6:15 PM in the Commission Chambers of City Hall. The invocation was led by **Ages Hart**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Brad Lomneck**, *Ocoee Resident*. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

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

Absent: Commissioner Kennedy

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

2025 Family Abduction Awareness Day Proclamation – proclaimed by **Mayor Johnson**.

Chick-fil-A 5k Beneficiary Check Presentation - **Parks and Leisure Services Director Johnson** introduced Beth Otts with Chick-Fil-A, who provided a brief overview of the 2025 Annual Chick-fil-A 5K event and thanked City staff, sponsors, and the Community for their support. She then presented the check to Mark DeStefano, President of Blue Line Support, who briefly summarized the organization and their purpose.

Ocoee Youth Council (OYC) Program 2024/2025 Year in Review and Recognition of OYC High School Graduates - **OYC Members and Municipal Records Coordinator Justice** provided an overview of this year's many accomplishments, explained the Ocoee Youth Council Scholarship Program, and recognized their seven graduating seniors.

Florida League of Cities Presentation of the 2025 Youth Council Excellence Award to Ocoee Youth Council - **Eryn Russell**, Florida League of Cities Member Services Administrator, recognized and awarded a trophy to the Ocoee Youth Council (OYC) for being selected as a winner of the 2025 Youth Council Excellence Award. She advised that the OYC will also receive a check for \$500.

Presentation on Understanding Soil and Water Conservation Districts - Orange County Soil and Water Conservation District 2 Supervisor Moyer provided a PowerPoint presentation summarizing the history, purpose, and mission of the Soil & Water Conservation District Supervisors.

• **STAFF REPORTS AND AGENDA REVIEW 6:55 PM**

City Manager Shadrix stated that he has consulted the City Commission regarding their availability for the upcoming Budget Workshops and Hearings. This evening, the City Commission will need to choose between August 25th or August 27th for the first Budget Workshop. City staff will tentatively reserve September 3rd for a potential second Budget Workshop, if necessary. He also noted that the Tentative Budget Hearing is scheduled for September 10th, with the Final Budget Hearing set for September 17th. **Consensus of the City Commission was that they did not have any issues with either of the dates presented for the first Budget Workshop.** **City Manager Shadrix** stated that he would meet with the Finance staff to determine a date and will notify the City Commission once it is set. He also provided an update on the McCormick Road opening based on information received from Orange County. In addition, he clarified the operating hours of the Forest Lake Golf Course restaurant, which had been previously miscommunicated, and mentioned that the interim operator is currently seeking to hire a new cook. An update on the golf course from Down to Earth, Robert Utsey, and the Parks and Leisure Services Director will be provided at the next City Commission Meeting.

• **PUBLIC COMMENTS - None**

• **CONSENT AGENDA 7:00 PM**

Consent Agenda Motion

Motion: Move to adopt Consent Agenda Items #1-3; Moved by Commissioner Firstner, seconded by Commissioner Oliver; Motion carried 4-0 with Commissioner Kennedy absent.

1. Approval of Minutes from the Regular City Commission Meeting held May 6, 2025. **(City Clerk Sibbitt)**
2. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Wynwood PUD Phase 3 & 4. **(Development Engineer Keaton)**
3. Approval to Award Ocoee Neighborhood Matching Grant to Nine (9) Neighborhood Associations. **(Parks and Leisure Services Deputy Director Gaines)**

• **FIRST READING OF ORDINANCE - None**

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 7:01 PM**

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

Planner I Belizaire presented a brief overview of the subject property. The property is considered logical and eligible for annexation, and the proposed rezoning aligns with the Joint Planning Area (JPA) and Future Land Use Map. The property owner is seeking annexation in order to connect to City water service.

City Attorney Geller read the titles of the ordinances.

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

Motion: Move to approve Ordinance 2025-06 for 283 10th Avenue - Cox Property Annexation; Project No. AX-02-25-01, as presented by staff; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 4-0 with Commissioner Kennedy absent.

Motion: Move to approve Ordinance 2025-07 for 283 10th Avenue - Cox Property Rezoning; Project No. RZ-25-02-01, as presented by staff; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 4-0 with Commissioner Kennedy absent.

• **PUBLIC HEARING 7:06 PM**

5. Approval of Resolution for Partial Vacation of the 5-ft Utility Easements on Lots 1, 12, 13, 24, 25, 36, 37, and 48 of the Magnolia Reserve Townhome Subdivision; Project No. VAC-25-037. **(Concurrency & Commitment Coordinator McFarlane)**

Concurrency & Commitment Coordinator McFarlane summarized the request for partial vacation of the 5-ft utility easements on lots 1, 12, 13, 24, 25, 36, 37, and 48 of the Magnolia Reserve Townhome Subdivision. At the builder's request, the abandonment and vacation request is for the vacation of the front 34-foot portions of the 5-foot utility easements located on the side yards of eight (8) corner lots. The purpose of the partial vacation is to resolve an issue resulting from the construction of walkways and front porch columns for these 8 lots within the 5-foot utility easement area. As part of the review process, staff sent letters to the standard list of utility providers for their determination of whether they had any concerns and would release their interests in the utility easements. No concerns or objections from the applicable utility providers were received. **Concurrency & Commitment Coordinator McFarlane** noted that these easements are not shown on the stamped final subdivision plans (approved October 2023) but are shown on the recorded plat (approved May 2024).

City Attorney Geller read the title of the resolution.

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

Motion: Move to approve Resolution 2025-04 for Partial Vacation of the 5-ft Utility Easements on Lots 1, 12, 13, 24, 25, 36, 37, and 48 of the Magnolia Reserve Townhome Subdivision; Project No. VAC-25-037, as presented by staff; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 4-0 with Commissioner Kennedy absent.

• **REGULAR AGENDA 7:10 PM**

6. Discussion on Issues Related to the Code Enforcement Board and Direction to Seek Alternatives to Include Using a Special Magistrate. **(Police Chief Ogburn)**

Police Chief Ogburn stated that the Police Department is requesting the City Commission to reconsider the use of the Code Enforcement Board and instead have all code-related cases, both residential and commercial, handled by a Special Magistrate. He explained that the Code Enforcement Board has been unable to meet since October 2024 due to a lack of quorum. As a result, and in accordance with Chapter 7 of the City Code, the City Manager temporarily reassigned all residential code enforcement cases to the Special Magistrate. The backlog of cases was addressed in April and May without incident. He further expressed concerns regarding the ongoing quorum issues and presented alternative options for the City Commission to consider.

Commissioner Wilsen expressed concern over the Board's continued inability to reach a quorum and voiced her support for the proposal to have all Code cases heard by a Special Magistrate. **Commissioner Firstner** also agreed with utilizing a Special Magistrate, noting that it is becoming increasingly challenging to recruit volunteers to serve on Boards. **Commissioner Oliver** recommended dissolving the current Board and restructuring it for future effectiveness. **Mayor Johnson** agreed with restructuring and maintaining a Board with citizens. **Commissioner Wilsen** suggested having the Special Magistrate continue to review cases for six months before transitioning back to a Code Enforcement Board. Brief discussion ensued.

The following persons addressed the City Commission:

- **Joe Bandur**, *Code Enforcement Board Chair*, gave insight into the Board's quorum issues. He also expressed his desire to keep the Board functioning and his willingness to help.
- **Brad Lomneck**, *Ocoee Resident*, opposed dissolving the Board and proposed reducing the number of members from seven (7) to five (5), suggesting this could help resolve quorum issues. He also recommended removing any members who miss more than two meetings.

City Attorney Gellar read the City Code concerning the Code Enforcement Board and noted that changing the quorum would require an amendment to the Code. He explained that, under this statute, the City Manager has the authority to delegate responsibility for processing cases.

Commissioner Wilsen expressed interest in utilizing a Special Magistrate for a three-month period and reorganizing the Board to avoid another backlog of Code cases. **Mayor Johnson** responded that he does not support this approach. **Commissioner Oliver** also voiced opposition to relying on a single Magistrate and suggested reopening the Board to accept new member applications. It was suggested that information about openings on the Code Enforcement Board be posted on the City's website. **City Clerk Sibbitt** noted that the website already lists the Boards with vacancies. The Code Enforcement Board currently has one regular member position and two alternate member positions vacant. She also stated that the City Clerk's Office has not received any applications to date. **City Manager Shadrix** asked for clarification on the City Commission's desire as he has heard several options for consideration.

Motion: Move to appoint a Special Magistrate for three months as City staff works to revamp the citizen-based Code Enforcement Board; Moved by Commissioner Wilsen,

seconded by Commissioner Firstner; Motion failed 2-2 with Mayor Johnson and Commissioner Oliver opposing and Commissioner Kennedy absent.

Mayor Johnson handed the gavel to Mayor Pro Tem Wilsen.

Motion: Motion to retain the seven (7) member Code Enforcement Board and begin accepting applications from interested citizens to fill vacancies and help ensure a quorum; Moved by Commissioner Oliver, seconded by Mayor Johnson; Motion carried 3-1 with Mayor Pro Tem Wilsen opposing and Commissioner Kennedy absent.

Joe Bandur, *Code Enforcement Board Chair*, briefly spoke about helping to achieve a quorum and was asked to coordinate with the City Clerk. **City Clerk Sibbitt** advised him not to contact Board members directly to avoid any potential Sunshine Law violations, and noted that City staff would handle all communications with Board members

7. Adoption of the Amended and Restated Initial Assessment Resolution for the FY 25-26 Fire Protection Assessments (**Assistant City Manager Rumer**)

Assistant City Manager Rumer provided a summary of the Fire Assessment Services Program and the Resolution proposing a new initial assessment. His presentation included an overview of the different fire assessment types, the total cost to operate under the current rate, and the projected cost under the proposed rate. He outlined the next steps, which include sending mailers to residents, holding a Public Hearing on July 15th, and certifying the final assessment for inclusion on the TRIM notices. He briefly introduced the consultants assisting with the program.

City Attorney Geller read the title of the resolution.

Commissioner Oliver commented on the proposed 100% increase to the assessment and asked what impact this increase would have on a household budget from a homeowner's perspective. **Assistant City Manager Rumer** addressed his question and explained the rate units for each level. It was explained that the bulk of the residents in Ocoee would be in tier 2 and 3 and would pay \$205-\$274 in fire assessment fees for single-family residence.

Commissioner Firstner asked whether it would be accurate to say that the fire assessment fee has never been increased since it was first implemented, and if the operational costs of the fire department have declined. **Assistant City Manager Rumer** addressed his questions. **Commissioner Firstner** also asked how many fire engines are due to be replaced in the next three years, and what the average costs for a new fire engine are. **City Manager Shadrix** addressed his question and explained the need for this proposed assessment. He also addressed a question related to the ladder truck. **Commissioner Firstner** shared his support of the fire assessment fee which helps provide services to the citizens.

Commissioner Wilsen expressed agreement with the remarks made by Commissioner Firstner. **Mayor Johnson** also concurred, adding that the proposed action is necessary to

prevent a loss of funding. Brief discussion ensued.

The following persons addressed the City Commission:

- **Chris Chambers**, *Ocoee Resident*, asked how the City plans to operate the ladder truck with one additional person per shift. **Fire Chief Smothers** addressed his question.
- **Norine Dworkin**, *Editor In Chief - VoxPopuli*, asked about cost coverage for the portion not covered by the Fire Department and if there was a plan to cover police services. **City Manager Shadrix** addressed her questions.

Motion: Move to approve Resolution 2025-05 adopting the Amended and Restated Initial Assessment Resolution for the FY 25-26 Fire Protection Assessments; Moved by Commissioner Firstner, seconded by Commissioner Wilsen; Motion carried 4-0 with Commissioner Kennedy absent.

8. Appointment of Members to the Human Relations Diversity Board (HRDB). **(City Clerk Sibbitt)**

City Clerk Sibbitt explained that an application from a District 4 resident was received and forwarded to Commissioner Oliver for review and consideration. The District 3 seat is expected to become vacant at the end of May and will remain unfilled until a new application is submitted. The City Clerk's Office reached out to the current District 3 member regarding reappointment, but he expressed uncertainty about continuing in the position.

Motion: Move to appoint Robert Henderson to represent District 4 and fill the current vacant seat with a term ending in May 2026; Moved by Commissioner Oliver, seconded by Commissioner Wilsen; Motion carried 4-0 with Commissioner Kennedy absent.

Mayor Johnson announced the upcoming City events for the month of May and June 2025.
8:05 PM

• **COMMENTS FROM COMMISSIONERS 8:07 PM**

Commissioner Wilsen – Commented on the following: 8:07 PM

- 1) Confirmed that the Comprehensive Plan Meeting will be a noticed meeting.
- 2) Wished everyone a Happy Memorial Day.

Commissioner Firstner – None

Commissioner Oliver– Commented on the following: 8:07 PM - 8:11 PM

- 1) Gave kudos to The Backyard on their amazing food and urged everyone to be on the lookout for their grand opening.
- 2) Announced summer safety tips for seniors.
- 3) Urged all citizens to drive safely.

- 4) Read an inspirational quote.

Mayor Johnson – Commented on the following: 8:12 PM - 8:17 PM

- 1) Questioned how much the City is owed in Code Enforcement violations and expressed that he would like to work on more options to get residents to cease violating.
- 2) Announced that this was the 5th year for the Asian American History event and expressed that it was a great event.
- 3) Announced that the Centennial and Time Capsule events were both great events. He stated that there will be a celebration on July 4th from 6:00 PM – 9:00 PM.

• ADJOURNMENT 8:17 PM

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: June 3, 2025
Item #: 2

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of New Appointment to the Code Enforcement Board. (City Clerk Sibbitt)

Background Summary:

The Code Enforcement Board was created by Ordinance No. 741 on June 16, 1981. The purpose of this Board is to review residential property infractions of the City Technical Codes, negotiate compliance and impose fines for failure to comply. The City utilizes a magistrate apart from the Code Board for code enforcement issues involving commercial properties. The Code Enforcement Board shall consist of seven (7) regular members and two (2) alternate members, all with three-year terms. Currently, the Board has six (6) regular members and no alternate members. There are three (3) regular member seats with terms set to expire June 2025, one (1) vacant regular member seat with a term set to expire June 2027, and two (2) vacant alternate member seats.

At the Regular City Commission Meeting held on May 20, 2025, the Police Department requested that the City Commission reconsider the current use of the Code Enforcement Board and proposed that all code enforcement cases, both residential and commercial, be referred to a Special Magistrate instead. This request stemmed from the Board's inability to meet since October 2024 due to a lack of quorum. The Commission discussed the potential of utilizing a Special Magistrate as well as the option of restructuring and maintaining a citizen-based Board. Ultimately, the City Commission voted to retain the existing seven-member Code Enforcement Board and to begin accepting applications to help ensure future quorums.

An application has been submitted by Ravi Bickram, expressing interest in being appointed as a regular member of the Code Enforcement Board to fill the term ending in June 2027. Currently, there are no other applications on file for this Board. Staff has contacted the three (3) regular members whose terms expire in June 2025 to determine their interest in reappointment and requested that they submit updated applications. Information regarding board attendance and the potential reappointment of current members will be presented at the June 17, 2025, City Commission Meeting for discussion and consideration.

Issue:

Should the Honorable Mayor and City Commissioners consider appointing Ravi Bickram to serve as a regular member on the Code Enforcement Board to complete the vacant term ending June 2027?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners consider appointing Ravi Bickram to the Code Enforcement Board as a regular member to complete the vacant term ending June 2027.

Attachments:

1. Board List
2. Application

Financial Impacts:

None

Type of Item: Consent

CODE ENFORCEMENT BOARD

Created by Ord. #741 on 6-16-81/Amended by Ord. #1004 on 9-1-87/ #89-43 on 11-21-89/ #95-06 on 3-7-95 / #2017-005 on 1-17-17.
Members must be City residents per § 7-5.A, Code of Ordinances and they will serve 3 year terms.
Election for Chair and Vice-Chair held in June.

(7 Regular and 2 Alternate Members ~ 4 is a Quorum)

Member	District	Email	Term Expires
1. Johnmichael Fernandez	4	Johnmichaelf98@yahoo.com	June 2027
2. Warren Lewis	1	walewis051515@gmail.com	June 2026
3. Joe Bandur	1	joecodee@yahoo.com	June 2025
4. William Mann	4	Malachiyehuda17@gmail.com	June 2025
5. VACANT			June 2027
6. Laini Schultz	2	lainischultz@gmail.com	June 2025
7. Crystal Smalldon	2	crystalmalldon@gmail.com	June 2026

Alternate Members	District	Email	Term Expires
1. Vacant			
2. Vacant			

Board Attorney

Fowler, Feeney & Associates **407/425-2684 (W)**
James A. Fowler "Skip", Esq. **407/487-0005 (Fax)**
Sharyn Hudson – Executive Assistant [**sharyn@ffalaw.org**](mailto:sharyn@ffalaw.org)
28 West Central Blvd.
Suite 400
Orlando, FL 32801



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccdl@ocoe.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Ravi Bickram E-mail Address ravibickram@aol.com
Home Address 32 W Ohio St Ocoee, FL 34761
Phone 407-906-0888 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 2

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Axiom Bank Position Manager
Business Address 16418 New Independence Parkway Winter Garden, FL 34787

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____
State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☒	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☐	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☐ Yes ☒ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☐ Yes ☒ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☒ No

Education: Richmond Hill High School

Experience: My experience in banking spans over 16 yrs. Where I honed in skills as relationship manager, residential & commercial lending.

Special Knowledge or Skills: Leadership, Problem solving, time management, teambuilding, project management

Community/Civic Organizations & Involvement: Horizon West Rotary, IACC, Matthew's Hope, Habitat for Humanity, The sharing center, Christian service center

Hobbies or Special Interests: Football, Basketball, Soccer, Running

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

Race

- ☐ African-American
- ☒ Asian- American
- ☐ Hispanic-American
- ☐ Native American
- ☐ Caucasian

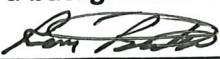
Gender

- ☒ Male
- ☐ Female

Disability

- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature 

Date 5/21/25



Meeting Date: June 3, 2025
Item #: 3

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Approval of Resolution for City Commission Support for H.R. 672 (Representative Mario Diaz-Balart) to Direct the United States Postal Service to Designate Single, Unique ZIP Codes for Certain Communities, including Ocoee. (Assistant City Manager Rumer)

Background Summary:

Pursuant to the direction provided by the City Commission during its April 2, 2024, meeting—at which the Commission unanimously reached a consensus for staff to proceed with an another formal request to the United States Postal Service (USPS) to consolidate the City's existing six (6) ZIP Codes into one (1) unique ZIP Code for the entire Ocoee community. This request was sent to the Postmaster General and copied to all relevant state and federal elected officials. On August 23, 2024, the City received an acknowledgment via email confirming that the USPS had received the request. However, despite multiple follow-up inquiries seeking a status update, no additional response has been received to date.

Subsequently, H.R. 672 was introduced in the current 119th Congress by Representative Mario Diaz-Balart and co-sponsored by Representative Daniel Webster, which would require the USPS to designate a single, unique ZIP Code for each of fourteen (14) specified communities, including the City of Ocoee and the following 13 communities:

- Eastvale, California
- Scotland, Connecticut
- Castle Pines, Colorado
- Silver Cliff, Colorado
- Hollywood, Florida
- Miami Lakes, Florida
- Urbandale, Iowa
- Franklin, Wisconsin
- Greenfield, Wisconsin
- Village of Caledonia, Wisconsin
- Village of Mount Pleasant, Wisconsin
- Village of Somers, Wisconsin
- Mills, Wyoming

H.R. 672 passed the House Oversight Committee 41-1 and is on its way to the House Floor for consideration next month. Based on the information received and the comments that were shared at the Oversight

Committee meeting, it is recommended each municipality adopt a resolution or issue a formal letter supporting the bill.

Issue:

Should the Honorable Mayor and City Commissioners approve a Resolution for City Commission Support for H.R. 672 (Representative Mario Diaz-Balart) to direct the United States Postal Service to designate single, unique ZIP Codes for certain communities, including Ocoee?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve a Resolution for City Commission Support for H.R. 672 and authorize staff to take any actions to further the cause.

Attachments:

1. Resolution HR 672 Unified Zip Code

Financial Impacts:

None

Type of Item: Consent

RESOLUTION NO. 2025 - _____

**A RESOLUTION OF THE CITY OF OCOEE, FLORIDA,
EXPRESSING SUPPORT FOR H.R. 672, A BILL
INTRODUCED BY REPRESENTATIVE MARIO DIAZ-
BALART, TO DIRECT THE UNITED STATES POSTAL
SERVICE TO DESIGNATE SINGLE, UNIQUE ZIP CODES
FOR CERTAIN COMMUNITIES, INCLUDING OCOEE;
PROVIDING FOR SEVERABILITY; PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Ocoee desires to have one unique unified zip code for the City of Ocoee; and

WHEREAS, the City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, the City Commission of the City of Ocoee finds USPS to review the City of Ocoee's Zip Code boundaries in relation to the City's boundaries and make changes to ensure all properties within the City limits are assigned to the same Postal City Code: and

WHEREAS, the City Commission of the City of Ocoee finds that H.R. 672, introduced in the 119th Congress, which directs the United States Postal Service to assign unique ZIP Codes to certain communities—including the City of Ocoee—is a valid and necessary measure to address longstanding ZIP Code-related issues; and

WHEREAS, this Resolution shall become effective immediately upon passage and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. The City Commission of the City of Ocoee has the

authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 2. That Ocoee's citizens are currently being serviced by six (6) USPS Zip Codes, with one (1) having the Ocoee city identifier and 34761 Zip Code, which negatively impacts Ocoee's citizens financially and public service deliverability.

SECTION 3. The City Commission hereby expresses support for H.R. 672, which was introduced in the 119th Congress, which directs the United States Postal Services to assign a unique ZIP Code to certain communities - including the City of Ocoee.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:

CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

**APPROVED BY THE OCOEE CITY
COMMISSION ON _____, 2025
UNDER AGENDA ITEM NO. _____**

**FOR USE AND RELIANCE ONLY
BY THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2025.**

FISHBACK DOMINICK

By: _____
City Attorney



Meeting Date: June 3, 2025

Item #: 4

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement with Everest Realty Thirteen, LLC for the Everest Rehabilitation Hospital. (Development Engineer Keaton)

Background Summary:

The Everest Rehabilitation Hospital property is in Commission District 4, located on Lake Johio Rd., about 950 feet west of the intersection of East Silver Star Rd and Clarke Road, adjacent to the Ocoee Landings Subdivision. The developer has completed construction of the subdivision's infrastructure improvements and requested a Certificate of Completion. The infrastructure improvements include potable water, sanitary sewer, reclaimed water, utilities, roadways, stormwater collection system, perimeter wall/fencing, and associated landscaping. All identified punch list repairs have been completed, and the developer is ready to start the two-year warranty period for the public improvements.

As a requirement of the Land Development Code, the developer must furnish the City with a Surety to cover any possible damage discovered during the next two years. Should the developer not choose to make those repairs, Everest Realty Thirteen, LLC has provided the City with a Warranty Surety in the amount of 10% of the constructed improvements cost. The attached Maintenance, Materials, and Workmanship Agreement (Form 8 from the Land Development Code) acts as the executable document between the developer and the City. The Surety will be returned to the developer upon completion of the two-year warranty period and the repair of any damages caused over those two years.

Issue:

Should the Honorable Mayor and City Commissioners accept the Surety provided by Everest Realty Thirteen, LLC for the Everest Rehabilitation Hospital warranty and execute the Maintenance, Materials, and Workmanship Agreement?

Recommendations:

The Development Services Department recommends that the Honorable Mayor and City Commissioners approve the Surety and the execution of the Maintenance, Materials, and Workmanship Agreement with Everest Realty Thirteen, LLC for the Everest Rehabilitation Hospital.

Attachments:

1. 2 year MMW Agreement

Financial Impacts:

None

Type of Item: Consent

MAINTENANCE, MATERIALS, AND WORKMANSHIP
ESCROW AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by Everest Realty Thirteen, LLC, hereinafter referred to as "Developer" and the **City of Ocoee, a Florida municipal corporation**, hereinafter referred to as the "City".

WHEREAS, Developer is the owner of certain real property located in Orange County, Florida more fully described in the attached **Exhibit "A"** which exhibit is incorporated herein by this reference (the "Property"); and

WHEREAS, Developer has developed and constructed on the property, a subdivision known as Everest Rehabilitation Hospital (the "Subdivision") and in connection therewith has installed with the approval of the City certain roads, streets, sewers, water systems, drainage works, and/or other improvements (the "Improvements") under the provisions, conditions, and requirements of the City's Subdivision Regulations and the subdivision approval granted the 4 day of January, 2025 by the Board of City Commissioners; and

WHEREAS, under Section 4-4, Subdivision Review Process, of the City's Land Development Code, Developer is required to warrant the maintenance, materials, and workmanship of the Improvements constructed by Developer within the Subdivision; and

WHEREAS, Section 4-4, Subdivision Review Process, of the City's Land Development Code provide that Developer may guaranty such maintenance, materials, and workmanship by placing a cash escrow with the City; and

WHEREAS, Developer wishes to establish an escrow fund in order to guaranty the maintenance, materials, and workmanship of the Improvements within the Subdivision as required by Section 4-4, Subdivision Review Process, of the Land Development Code.

NOW THEREFORE, the parties agree as follows:

SECTION 1. ESTABLISHMENT OF ESCROW FUND.

Developer does hereby establish an escrow fund with the City in the amount of \$24,847.42 to guaranty the maintenance, materials, workmanship, and structural integrity of the Improvements. This escrow fund shall be placed by the City in an account at a local financial institution and shall be disbursed only in accord with the terms of this Agreement.

SECTION 2. TERMS AND CONDITIONS FOR RETURN OF ESCROW FUND.

In the event Developer shall maintain the Improvements in a first class condition for a period of two (2) years from the date of issuance of the Certificate of Completion for the Improvements, and if Developer shall replace all paving or other structures which within said two (2) year period shall be found by the City not to comply with said subdivision approval, and that if the Developer shall replace any other Improvements the materials, workmanship, or structural integrity of which shall be found by the City not to comply with said subdivision approval for a two (2) year period following issuance of the Certificate of Completion by the City, and shall pay any and all costs or expenses incidental to the performance of any work required to be performed hereunder, then the monies escrowed hereunder less an administrative fee of two (2) percent which shall be retained by the City and less all bank charges with respect to the maintenance of the escrow fund shall be returned to the Developer.

SECTION 3. CITY'S RIGHT TO DRAW ON ESCROW FUND.

The funds escrowed hereunder shall be used by the City only to repair or replace the Improvements deemed by the City to not comply with the subdivision approval except as mutually agreed to by the parties. If at any time during the two (2) year period following the issuance of the Certificate of Completion for the Improvements the City notifies Developer in writing of any deficiency or fault in the materials, workmanship, or structural integrity of the Improvements, and Developer fails to correct such deficiency or fault to the satisfaction of the City within thirty (30) days of such written notice, then the City may make such corrections, the cost of which shall be paid for out of the escrow fund for this purpose without further notice to Developer.

Notwithstanding anything contained in Section 2 above, in the event the City has notified Developer of a deficiency or fault as provided above, the term of this Agreement shall continue until such deficiency or fault is corrected.

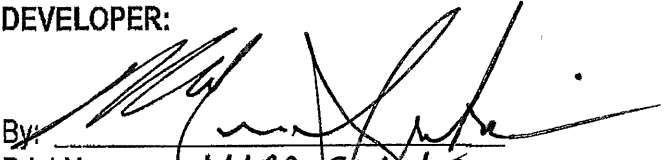
SECTION 4. CONTINUED APPLICABILITY OF SUBDIVISION REGULATIONS.

This Agreement shall not be construed to relieve or release Developer from any of its obligations under the City Subdivision Regulations with respect to the Improvements.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date and year first above written.

DEVELOPER:

By: 
Print Name: MARC SPARKS
Title: MANAGER

ATTEST:

By: _____
Melanie Sibblitt, City Clerk

(SEAL)

CITY:

CITY OF OCOEE, FLORIDA, a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

FOR THE USE AND RELIANCE BY THE
CITY OF OCOEE ONLY. APPROVED
AS TO FORM AND LEGALITY
this _____ day of
_____, 20____.

FISHBACK DOMINICK

By: _____
City Attorney

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

EXHIBIT "A"

Legal Description:

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 22 SOUTH, RANGE 28 EAST, BEING A PORTION OF LOT 14, LAKE JOHIO SHORES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 54, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE OCOEE LANDINGS PLAT AS RECORDED IN PLAT BOOK 98 PAGES 97 AND 98, OF THE PUBLIC RECORDS OF SAID ORANGE COUNTY, FLORIDA. THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE WEST LINE OF SAID PLAT: (1) RUN SOUTH 00 DEGREES 24 MINUTES 25 SECONDS EAST A DISTANCE OF 112.94 FEET; (2) THENCE RUN NORTH 89

DEGREES 35 MINUTES 35 SECONDS EAST A DISTANCE OF 21.22 FEET; (3) THENCE RUN SOUTH 00 DEGREES 24 MINUTES 25 SECONDS EAST A DISTANCE OF 7.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; (4) THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 66 DEGREES 12 MINUTES 26 SECONDS AND A CHORD THAT BEARS SOUTH 33 DEGREES 39 MINUTES 20 SECONDS EAST A DISTANCE OF 71.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 75.11 FEET TO A POINT ON A NON-TANGENT LINE; (5) THENCE RUN SOUTH 00 DEGREES 24 MINUTES 24 SECONDS EAST A DISTANCE OF 90.17 FEET TO THE SOUTHWEST CORNER OF SAID OCOEE LANDINGS; THENCE CONTINUE SOUTH 00 DEGREES 24 MINUTES 24 SECONDS EAST TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 438 OTHERWISE KNOWN AS SILVER STAR ROAD A DISTANCE OF 223.04 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89 DEGREES 23 MINUTES 00 SECONDS WEST AS RECORDED IN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 75250-2525 A DISTANCE OF 461.75 FEET; THENCE RUN NORTH 00 DEGREES 09 MINUTES 56 SECONDS EAST ALONG THE EASTERN RIGHT-OF-WAY LINE OF LAKE JOHIO ROAD AS DOCUMENTED IN THE AFOREMENTIONED RIGHT-OF-WAY MAP A DISTANCE OF 494.11 FEET, THENCE RUN NORTH 89 DEGREES 29 MINUTES 59 SECONDS EAST ALONG THE SOUTHERLY LINE OF ABANDONED AND VACATED AZALEA RANCH LANE PER OFFICIAL RECORDS BOOK 5916, PAGE 2262, NOTED IN WILLOWS ON THE LAKE PLAT BOOK 48, PAGES 35 AND 36 A DISTANCE OF 396.66 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

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STAFF REPORT

Meeting Date: June 3, 2025

Item #: 5

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval for Consent to Assignment and Novation with WSP USA Inc. for Continuing Water Quality Professional Services. (Staff Engineer Burch)

Background Summary:

WSP USA Environment and Infrastructure Inc. was approved during the October 1, 2024, City Commission meeting to provide continuing water quality professional services for monitoring and treatment, a piggyback of Orange County's Y23-905C contract. The existing contract is a five-year contract for citywide water quality professional services. WSP USA Environment and Infrastructure Inc. is being restructured into a parent company, WSP USA Inc., which is undertaking internal administrative changes. WSP USA Inc. has requested that the City approve their assumption of the current contract. The contractual obligations, duties, liabilities and commitments of the original agreement remain the same. Public Works recommends approval of continuing the contract under the parent company's name.

Issue:

Should the Honorable Mayor and City Commissioners approve the Consent to Assignment and Novation of the City of Ocoee Continuing Water Quality Professional Services Orange County contract Y23-905C with WSP USA Inc.?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Consent to Assignment and Novation of City of Ocoee Continuing Water Quality Professional Services (OC Y23-905C) with WSP USA Inc.

Attachments:

1. Piggyback OC#Y23-905C - Consent to Novation 050625
2. WSP NOVATION LETTER
3. Exhibit A, including contract

Financial Impacts:

There are no financial impacts by approving this agreement.

Type of Item: Consent

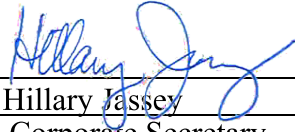
**CONSENT TO ASSIGNMENT AND NOVATION OF CITY OF OCOEE
TO THE CONTINUING WATER QUALITY PROFESSIONAL SERVICES
PIGGYBACK AGREEMENT ON ORANGE COUNTY CONTRACT #Y23-905C**

The **City of Ocoee, Florida**, a municipal corporation under the laws of the State of Florida, and **WSP USA Inc.**, a New York Corporation and assignee, agree to the following assignment and novation to the Continuing Water Quality Professional Services Piggyback Agreement on Orange County Contract #Y23-905C dated November 19, 2024 (the "Agreement"), effective upon the date signed by the City.

The City of Ocoee hereby acknowledges and consents to the assignment and novation of the Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, from **WSP USA Environment & Infrastructure Inc.**, a Nevada Corporation (the Assignor) to **WSP USA Inc.**, a New York Corporation (the Assignee).

ACCEPTED AND AGREED TO:

WSP USA INC.

By: 
Name: Hillary Jassey
Title: Corporate Secretary

DATE: May 6, 2025



(SEAL)

APPROVED:

CITY OF OCOEE, FLORIDA

ATTEST:

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

DATE: _____

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2025.

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2025
UNDER AGENDA ITEM NO. _____.

FISHBACK DOMINICK

BY: _____
Richard S. Geller, Esquire, City Attorney

EXHIBIT “A”

(To be added at time of execution)

**AGREEMENT TO PIGGYBACK ON A CONTRACT
FOR COMMODITIES OR CONTRACTUAL SERVICES
BID BY ANOTHER GOVERNMENTAL ENTITY FOR CONTINUING WATER
QUALITY PROFESSIONAL SERVICES**

**THIS AGREEMENT TO PIGGYBACK ON A CONTRACT FOR SERVICES
BID BY ANOTHER GOVERNMENTAL ENTITY** (hereinafter the "Agreement") is entered into this 19th day of November, 2024, by and between the **CITY OF OCOEE**, a Florida municipal corporation established under the laws of the State of Florida (hereinafter referred to as the "City) and **WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.** (hereinafter referred to as the "Consultant" or "Contractor"), a corporation authorized to do business in the State of Florida, whose Federal identification number is 91-1641772; hereinafter referred to as the "Parties";

WHEREAS, on July 16, 2024, Consultant entered into Contract #Y23-905C with Orange County, Florida, a charter county and political subdivision of the State of Florida, for Continuing Water Quality Professional Services (hereinafter the "Contract"); and

WHEREAS, the Contract was procured competitively by Orange County; and

WHEREAS, the City has the legal authority under chapter 287, Florida Statutes, and Chapter 21 of the City of Ocoee Code of Ordinances to "piggyback" onto a contract procured pursuant to section 287.057, Florida Statutes, by another governmental entity when seeking to utilize the same or similar commodities or services provided for in said Contract; and provided the contract herein is not for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of a facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to chapter 255 and rules adopted thereunder; and

WHEREAS, the City desires to piggyback onto the above-referenced Contract between the Consultant and Orange County for Continuing Water Quality Professional Services, including any Amendments to the piggyback contract (hereinafter the "Work") and Consultant consents to the aforesaid piggybacking; and

WHEREAS, the Contract, attached hereto as Exhibit "A" and the Consultant's Proposals, attached hereto as Exhibit "B";

NOW THEREFORE, in consideration of the above recitals and the provisions set forth in this Agreement, the receipt and sufficiency of which is acknowledged and agreed to by the parties, the Parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Settlement Agreement by this reference.
2. Scope of Services. The Consultant affirms and ratifies the terms and conditions of the above-referenced Contract with Orange County, and agrees to perform the services set forth therein, and in accordance with Consultant's Proposals, attached hereto as Exhibit "B" for the City

in accordance with the terms of said Contract until the Work is completed, the general duties include, but is not limited to the following:

- Citywide water quality professional services: National Pollutant Discharge Elimination System (NPDES) lake and outfall monitoring, Lake Prima Vista monitoring, Starke Lake monitoring.

The City may retain the Consultant for the subsequent, additional services and locations to improve citywide water quality. Any such additional work shall be performed in accordance with the terms and conditions in this Contract and for the negotiated price established in Consultant's Proposals.

Consultant further agrees that for the purpose of interpretation and enforcement this Agreement, the term "City of Ocoee" shall be substituted for the term, "Orange County" throughout the Contract.

The Consultant is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

The City agrees to utilize the services of the Consultant in a manner and upon the terms and conditions as set forth in Orange County Contract and Exhibit "B" until the Work is completed. Orange County or Federal Government is not a party to this Contract.

3. Compensation. Consultant shall perform services in accordance with a Scope of Work attached hereto as Exhibit "B", and the terms of which are incorporated herein by reference.

4. Term. The term of this Agreement shall be in accordance with the terms of Orange County Contract for Continuing Water Quality Professional Services to include renewal terms, and until the City's Work is completed. Any renewal term is 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 work to be provided under this agreement.

5. Amendment. This Agreement may be amended or modified only by a change order or addendum, and as duly authorized and executed by the parties.

6. Termination Without Cause. This Agreement, or any change order or addendum issued under this Agreement, may be terminated by the CITY without cause by delivering thirty (30) days' written notice to the CONSULTANT. 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 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 costs relating to commitments for the benefit of the City prior to the termination; however, final payment to the CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead, and profit on uncompleted Services.

7. 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 change order or addendum issued under this Agreement, in whole or in part, if the CONSULTANT: (1) submits a willfully false invoice or (2) substantially fails to perform any obligation under this Agreement 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, unless 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 CONSULTANT shall have such time as is reasonably necessary to remedy the failure, provided the CONSULTANT promptly takes and diligently pursues such actions as are necessary therefor. The CONSULTANT may terminate this Agreement if the CITY substantially fails to perform any obligation under this Agreement, other than responding to a demand for payment, 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 the services actually rendered and the reasonable and provable expenses required by and actually incurred by the CONSULTANT for services prior to the effective date of termination. Such payments, however, shall be 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 and expenses.

8. Delivery of Materials Upon Termination. In the event of termination of this Agreement by the CITY prior to the CONSULTANT 's satisfactory completion of all the services described to herein, 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, and any and all other documents, instruments, information, and materials (whether or not completed) that were generated or prepared by the CONSULTANT, or by any sub-Contractor, in rendering the services described herein and not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement. The Documents 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 sub-Contractors agree in writing to be bound by the provisions of this subsection. This provision is supplemental to the language in this Agreement relating to public records. Any reuse of the Work Product described above without written verification or adaptation by CONSULTANT, as appropriate, for the specific purpose intended, will be at CITY's sole risk and without liability or legal exposure to CONSULTANT.

9. Indemnification. The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes agrees to indemnify 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. 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.

10. Insurance.

General. The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance as described below and any other insurance necessary to fully protect it from claims of the nature that are detailed herein, 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 by the CONSULTANT, any of its agents or sub-Contractors, 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 in Exhibit "A" or required by law, whichever is greater, and shall include contractual liability insurance, as applicable to the CONSULTANT's obligations under this Agreement. **The City shall be named additional insured on all such policies.**

Coverage Amounts. The CONSULTANT shall provide evidence of insurance as stated below, the City's standard insurance requirements, and the form of a certificate of insurance issued on behalf of the CITY by companies acceptable to the CITY at the minimum limits and coverage's with deductible amounts acceptable to the CITY.

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
 - \$1,000,000 Professional Liability (Design Errors & Omissions)
 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. 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

The CONSULTANT shall not commence any work in connection with this Agreement until all insurance has been obtained and approved by the CITY, nor shall the CONSULTANT allow any sub-Contractor to commence work on a subcontract until all similar insurance required of the sub-Contractor 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, except for Professional Liability insurance which is size category of V. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer under section 440, Florida Statutes.

CITY's Right to Inspect Policies. In the event of a claim, the CONSULTANT shall, upon ten (10) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies that are required in this Agreement.

11. Public Records Compliance. The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida's Public Records Law. Specifically, the Consultant shall:

A. Keep and maintain public records required by the City to perform the service.

B. 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.

C. 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 Consultant does not transfer the records to the City.

D. Upon completion of the contract, Consultant agrees to transfer at no cost to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public record to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.

E. A Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, ccd1@ococoe.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

12. E-Verify.

By entering into the Contract, the awarded Consultant is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Consultant, the Consultant shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

- A. Pursuant to section 448.095, Florida Statutes, Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Consultant employees hired on and after January 1, 2021.
- B. Subcontractors
 - (i) Consultant shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Consultant shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Consultant shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
- C. Consultant must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Consultant stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Consultant shall be liable for all costs incurred by the City to secure a

replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

13. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. Notices. All notices required under this Agreement shall be sent by certified mail or overnight carrier, return receipt requested, to the parties as follows:

TO THE CITY: City of Ocoee
 1 North Bluford Avenue
 Ocoee, Florida 34761
 Attention: Procurement Manager
 Phone: (407) 905-3100

With a Copy to: City of Ocoee
 301 Maguire Road
 Ocoee, Florida 34761
 Attention: Director of Public Works
 Phone: (407) 905-3170

TO THE CONSULTANT: Christine Mehle, PE, CFM, ENV SP,
 Vice President, Florida Water Lead
 WSP USA Environment & Infrastructure, Inc.
 301 East Pine Street, Suite 1020
 Orlando, Florida 32801
 Phone: 407-587-7800

(Signature page follows)

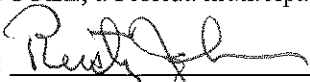
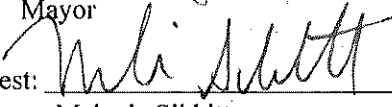
IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the Parties hereto, and by its duly authorized Representatives, as of the date first written above.

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.,

Lance Lumbard
Witness:

By: 
Name: Christine Mehle, PF, CFM. ENVSP
Vice President, Florida Water Lead
Title: Central & South Florida Business Lead

CITY OF OCOEE, a Florida municipal corporation

By: 
Rusty Johnson,
Mayor
Attest: 
Melanie Sibbitt,
City Clerk

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON October 1, 2024 under
Agenda Item 4.**

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND LEGALITY
this 1st day of Nov., 2024**

FISHBACK DOMINICK
By: 
Richard S. Geller, Esq., City Attorney

EXHIBIT “A”

PIGGYBACK CONTRACT

**ORANGE COUNTY CONTRACT #Y23-905C WITH WSP USA ENVIRONMENT &
INFRASTRUCTURE, INC. FOR CONTINUING WATER QUALITY PROFESSIONAL
SERVICES**

CONTRACT

Y23-905C

THIS CONTRACT made and entered into this 16th day of July, 2024, by and between the:

ORANGE COUNTY, FLORIDA
201 S. ROSALIND AVENUE
ORLANDO, ORANGE COUNTY, FLORIDA

a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and:

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.
301 EAST PINE STREET, SUITE 1020
ORLANDO, FL 32801
FEDERAL I.D. # 91-1641772

hereinafter referred to as the **CONSULTANT**.

RECITALS

WHEREAS, the COUNTY desires to retain the services of the CONSULTANT to provide continuing engineering services, to be issued as Task Authorizations under individual Purchase Orders; and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions; it is agreed by and between the parties hereto as follows:

I

SCOPE OF SERVICES

The CONSULTANT shall, diligently and timely, perform professional engineering services as described in Exhibit A - Scope of Professional Services, entitled, "**CONTINUING WATER QUALITY PROFESSIONAL SERVICES**" which is attached hereto and made a part hereof by reference. As the COUNTY generates individual projects, a detailed scope of work will be prepared for each project and furnished to the CONSULTANT. Upon receipt of the scope of services, the CONSULTANT will submit a cost Proposal to the COUNTY with the following:

- a. Position classification, total hours, hourly rate and extended total amount.
- b. Subcontracted services including information in "a" above
- c. Performance period for the services
- d. Out-of-pocket expenses

Proposal shall be submitted within fifteen (15) days after receipt of written request for proposal.

CONSULTANTS COMPETITIVE NEGOTIATION ACT

This Contract is a continuing Contract as defined in Section 287.055 (2) (g), Florida Statutes. Task Authorizations to be performed by the CONSULTANT under this Contract shall be approved and authorized by the COUNTY in writing by issuance of County approved Purchase Orders, pursuant to the CONSULTANT'S Proposal and fee, whether or not modified by negotiation. The CONSULTANT'S authority to proceed with the specified scope of work will be either the County approved Purchase Orders or a County issued written Notice to Proceed to be determined by the County Project Manager.

II **PAYMENT**

The COUNTY will pay to the CONSULTANT for duly authorized services performed by the CONSULTANT and accepted by the County as follows:

- A. **FEES:** For services performed under Article I, a firm fixed fee (lump sum) will be agreed upon prior to commencement of services; or, if a firm fixed fee cannot be determined, a not-to-exceed maximum dollar amount will be agreed upon; however, in either case, the fee shall be calculated in accordance with the hourly rate schedule identified as Exhibit B, which is attached and made a part of this Contract.
- B. **PAYMENT:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Payment will be due and payable monthly in proportion to the percentage of work approved and accepted by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period.

- C. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion of any project in progress, payment shall be made in accordance with the provisions of Article IX.
- D. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall be the party to determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents will result in additional compensation to the CONSULTANT. The additional compensation shall be computed by the CONSULTANT on a revised fee quotation Proposal that must be submitted to the COUNTY for prior approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by Change Order to the corresponding Purchase Order issued against this Contract.

- E. **SUBCONSULTANTS:** The CONSULTANT shall, upon requiring the services of various sub-consultants, be responsible for the integration of all sub-consultants' work into the documents and for all payments to such sub-consultants out of the lump sum fee agreed to. Services rendered by the CONSULTANT in connection with the coordination of any such sub-consultants or other personnel services shall be considered within the scope of the basic contract and no additional fee will be due the CONSULTANT for such work.
- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes, as set forth in Exhibit C, which is attached to this Contract.
- G. **COMPENSATION:** The CONSULTANT'S compensation shall be established and authorized for each Task Authorization on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the basic Contract. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the duration of the Contract and any extensions thereto, except as provided by Article II, paragraph I, Price Adjustment. Compensation for any authorized cost that is not set forth in the basic Contract shall be negotiated prior to issuance of the Task Authorization and shall be supported by the appropriate cost and pricing data.
- H. **MULTIPLIERS:** The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

1. Prime Consultant	Multiplier
WSP USA Environment & Infrastructure, Inc.	2.69
2. Sub-Consultants	Multiplier
Barnes, Ferland & Associates, Inc.	2.82
DB Environmental	Fixed Price
Drummond Carpenter, PLLC	2.99
Eurofins TestAmerica	Fixed Price
Hydro Modeling, Inc.	2.42
Microbial Insights	Fixed Price
Southern Research Laboratories, Inc.	Fixed Price
Weck Laboratories, Inc.	Fixed Price

I. **PRICE ADJUSTMENT:**

Written request for a price adjustment may be made only under the following conditions:

- i. If a project specific contract's performance period exceeds three years a price adjustment may be requested not more than 60 days after the end of the three-year period and for each annual period thereafter or for the remaining period of the contract if less than one year.
- ii. For continuing contracts with a performance period that exceeds three years, an adjustment may be requested not more than 60 days after

the end of three years.

iii Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation.

The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index.

The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment affecting a previous price adjustment was executed by the County. The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

III

DESIGN WITHIN FUNDING LIMITATIONS

The following provisions are applicable to contracts for design services:

- A. The CONSULTANT shall accomplish the design services under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY, if the unfavorable bids or Proposals results from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determination as to whether such conditions are within the reasonable control of the CONSULTANT.
- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a

construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.

- C. The estimated construction cost for any project under this contract shall not exceed \$4,000,000. Each Task Authorization shall specifically indicate the project's estimated construction cost. Task Authorizations issued for study activities may not exceed \$500,000.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV

RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and the Project Engineer must be two different individuals. Both must be currently employed by the Prime Consultant. The Project Engineer must be a Professional Engineer registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- E. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
1. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
 2. Upon submission of the 100% submittals to the user department, the CONSULTANT shall provide to the Business Development Division an estimate of the percentage of work to be performed under each standard CSI division heading, the total of which shall in all cases equal 100%.
- H. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this agreement without the written consent of the COUNTY.
- I. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY'S use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- J. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and currently registered as a professional in the State of Florida.

V

COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

- A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the COUNTY'S files, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the services to be performed by the CONSULTANT,
- B. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY,
- C. Be entitled, upon request and without additional cost, to any documents as requested by the COUNTY for any project on which the CONSULTANT is working.

VI

COUNTY'S 'DESIGNATED' REPRESENTATIVE

It is understood and agreed that the COUNTY designates the County Administrator or their designated representative, in writing, to represent the COUNTY in all technical matters pertaining to and arising from the work and performance of this Contract. The County Administrator or designated representative shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- C. Giving prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

VII

CONTRACT TYPE

This is a Requirements Contract and the COUNTY'S intent is to order from the CONSULTANT all of the goods or services specified in Exhibit A, Scope of Professional Services of the Contract at the established hourly rates shown in Exhibit B of the Contract, required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONSULTANT will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Moreover, if the Manager of the Procurement Division determines that the CONSULTANTS' performance is less than satisfactory, the COUNTY may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

VIII

TERM OF CONTRACT

The term of this contract shall be for one (1) year from date of execution; however, by mutual consent, the contract may be extended for four additional one-year terms, not to exceed a total of five (5) years.

Any Purchase Orders for Task Authorizations issued during the effective period of this contract and not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

IX

TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

The COUNTY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the COUNTY resulting from the CONSULTANT'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of The terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

If the CONSULTANT'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the Consultant thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual purchase/delivery orders or to the contract in its entirety.

C. PAYMENT

If a Task Authorization or Purchase Order is terminated for the convenience of the COUNTY, a settlement will be negotiated. This settlement shall not exceed the total amount due for services rendered and accepted by the COUNTY in accordance with the payment terms of the Contract. If the Contract is terminated for convenience in its entirety, the CONSULTANT shall be paid an amount not in excess of all services rendered and accepted under the various orders issued against the Contract.

However, if the termination is for cause, no amount shall be allowed for anticipated profit on unperformed services or other work, and the payment may be adjusted to take into account any additional costs to be incurred by the COUNTY due to such default.

D. TERMINATION NOTICE

The Manager, Procurement Division, shall issue any and all notices involving termination of this contract.

X

INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

Consultant agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by Consultant under this contract. Consultant is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Consultant shall require and ensure that each of its sub-consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- ☒ Commercial General Liability - The Consultant shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent,

with a limit of liability of not less than \$1,000,000 per occurrence. Consultant further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

☒ Business Automobile Liability - The Consultant shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Consultant does not own automobiles the Consultant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

☒ Workers' Compensation - The Consultant shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Consultant using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

☒ Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor/Consultant's most recent audit or review of their organizational financial statements certified by a CPA. Compiled financial statements will not be accepted. For policies written on a "Claims-Made" basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Consultant agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

By entering into this contract Consultant agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others

endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Consultant shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Consultant shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Consultant shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Consultant shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, FL
Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

INDEMNIFICATION- CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the COUNTY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the COUNTY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

SAFETY AND PROTECTION OF PROPERTY (for services provided on the premises of Orange County)

The Consultant shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The Consultant must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

XI

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.
- D. The Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets;

correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the County in connection with the Consultant's dealings with the County (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- 1) Consultant compliance with contract requirements; or
 - 2) Compliance with provisions for pricing change orders; or
 - 3) Compliance with provisions for pricing invoices; or
 - 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
 - 5) Compliance with the County's business ethics; or
 - 6) Compliance with applicable state statutes and County Ordinances and regulations.
- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.
- I. The Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc.

The Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

- J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.
- L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

XII

OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, "as built", specifications, original field survey, data notes, and all other data, prepared or obtained by the CONSULTANT in connection with its services hereunder shall be delivered to, and shall become the property of the COUNTY prior to final payment to the CONSULTANT.

The CONSULTANT shall not be liable for any use by the COUNTY of said documents or data if they are modified in any manner without written approval of the CONSULTANT.

XIII

SUSPENSION OF WORK BY COUNTY

Right of COUNTY to Suspend Work and Order Resumption - The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time. However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees that have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter

have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of work where the same would be due and payable to CONSULTANT under the provision of this Contract.

XIV STANDARDS OF CONDUCT

- A. The CONSULTANT represents that he 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 Contract and that he 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 any other consideration, contingent upon or resulting from the award or making of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.
- C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other Contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VIII.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XV ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

XVI

SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-consultant Contract dollar amount(s) for the M/WBE SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Equal Opportunity Workforce Schedule reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. The awarded Prime Consultant's responsibilities and requirements are listed below and shall be included in the sub-agreement:
 - 1. Whereas the prime contractor is being paid in accordance with the Local Government Prompt Payment Act, contractor shall incorporate a 72-hour prompt payment assurance provision and payment schedule in all sub-contracts between the prime and sub-consultants.

Note: The County reserves the right to verify that all sub-contractors are being paid within 72 hours of the County's remittance to the Prime Consultant.
 - 2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subconsultants on the project to Orange County Business Development Division one-time for the duration of the contract.
 - 3. The awarded Prime Consultant shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the Prime

Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the Prime Consultant prior to the issuance of final payment.

4. The sub-contract agreement shall include: (a) the percentage of the overall contract value to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value to be sub-contracted (if available at time of sub-contract agreement).
5. The Prime Consultant shall submit an updated quarterly MWBE utilization report and the Equal Opportunity Workforce Schedule report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
6. All sub-contracts shall include the following statement: "It is the M/WBE responsibility to submit the required Quarterly payment verification form to the prime and Final M/WBE payment verification form to Business Development Division denoting the percentage of the overall contract fees"

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

7. The awarded Prime Consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the Business Development Division, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the Business Development Division.
8. Upon execution of any renewal or extension to this contract, the Prime Consultant shall execute renewals with all approved specified sub-contractors for the full duration of the contract.
9. The Prime Consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.
10. The COUNTY may at its discretion require copies of subconsultants/purchase orders for the non-M/WBE's listed on the **Project Team Form (FORM B)** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-Consultants certifying that a prompt payment clause has been included in that contract or purchase order.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement

Division.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

XVII

INDEPENDENT CONSULTANT STATUS

The CONSULTANT shall be an independent Consultant and neither CONSULTANT nor anyone employed by CONSULTANT shall be deemed for any purpose to be the employee, agent, servant or representative of the COUNTY in the performance of the work hereunder. The COUNTY shall have no direction or control of CONSULTANT or CONSULTANT'S employees and agents, except in the results to be obtained.

XVIII

EQUAL OPPORTUNITY

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Association shall adopt and maintain or provide evidence to the County that Association has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Association agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Agency agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

XIX

INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract.

Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of

any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XX

ASBESTOS FREE MATERIALS

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request.

Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXI

CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XXII

AVAILABILITY OF FUNDS

The obligations of Orange County under this Contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

XXIII

DISLOCATED WORKERS

CONSULTANT has committed to hire _____ () CareerSource participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource staff and the Consultant to ensure that the process is properly adhered

until all requirements have been met. CareerSource participants may be employed in any position within the firm but must be hired on a full-time basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individual hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

XXIV

REGISTERED SERVICE-DISABLED VETERAN PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Registered Service-Disabled Veteran (SDV) sub-consultant Contract dollar amount(s) for the SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager. In the event a certified SDV sub-Consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, with another certified M/WBE firm in writing to the Business Development Division, accompanied by the Project Manager's recommendation.
- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
 - 1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.

2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV subConsultants certifying that a prompt payment clause has been included in that contract or purchase order.
3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

The Proposer shall contact the Business Development Division Liaison at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

XXV

CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Consultant also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

XXVI
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that they have 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 any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XXVII
TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

XXVIII
VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing services under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

XXIX
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this agreement the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXX
FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this agreement, the Bidder affirms that it is not currently listed in the Florida

XXXI
SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXXII
PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida's Public Records Law. Specifically, the Consultant shall:

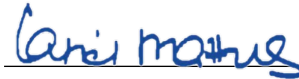
1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from 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 Consultant does not transfer the records to Orange County.
4. Upon completion of the contract, Consultant agrees to transfer at no cost to Orange County all public records in possession of the Consultant or keep and maintain public records required by Orange County to perform the service. If the Consultant transfers all public record to Orange County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Consultant who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

400 E. South Street, 2nd Floor, Orlando, FL 32801
407-836-5897
PublicRecordRequest@ocfl.net

WSP USA ENVIRONMENT
& INFRASTRUCTURE, INC
ORLANDO, FLORIDA

ORANGE COUNTY, FLORIDA



Carrie Mathes, MPA, CFCM, NIGP-CPP,
CPPO, C.P.M., CPPB, APP,
Manager, Procurement Division

Christine Mehle, PE, CFM, ENV SP
Name Typed

Date: 7.16.2024
(for County use only)

Vice President, Florida Water Lead
Title

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES

PART I GENERAL

INFORMATION A BACKGROUND:

As a result of changes in land use, pollutant loads delivered to water bodies have demonstrably and continually increased. The Orange County Environmental Protection Division (Division) will utilize the scope of services described herein to achieve compliance under the Total Maximum Daily Load (TMDL) and National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (NPDES MS4) Permit regulatory programs, provide management of waterbodies for Municipal Services Taxing Units (MSTUs) or Municipal Services Benefit Units (MSBUs), and further the protection of water resources within Orange County. The Division will utilize data, information, recommendations, and conclusions originating from these services to develop non-structural Best Management Practices (BMPs), such as ordinances, policies, and programs, and structural BMP projects to recommend to the Board of County Commissioners (BCC) for implementation.

B SCOPE:

The Scope of Services herein includes professional services to implement water quality projects throughout Orange County. Orange County has implemented a phased approach to water quality restoration: assessment/monitoring, feasibility, design, and construction. Water quality restoration services may include the following project phases:

- **Assessments:** the goal of the assessment is to characterize and evaluate current water quality, hydrologic conditions, and nutrient pollutant sources of a water body. Activities of the assessment are described in a report which may also propose a set of ranked structural and non-structural BMP projects intended to restore or maintain the water quality of the waterbody. These recommended concepts may result in subsequent feasibility studies that explore the constructability of the recommended BMP(s).
- **Feasibility Studies:** feasibility studies evaluate the constructability and cost effectiveness of BMP projects and provide the necessary information to proceed to the BMP design phase. Data gaps remaining from the assessment phase may require monitoring, modeling, survey, geotechnical investigations, and/or ecological evaluations. refined BMP project footprints, pollutant reductions, and costs will be developed. The Feasibility phase may include assembling, submitting, and tracking environmental resource or other project-specific permits, property acquisition, defining easement requirements, input from adjacent landowners, operation and maintenance, wetland mitigation, ecological impacts, and assessment of potential flooding.

- **Performance Monitoring:** performance monitoring projects may include monitoring of water quality parameters, velocity and discharge, mass removal, and/or other parameters of interest associated with institutional or engineered BMP projects or adjacent waterbodies to evaluate nutrient reduction performance from an upstream/downstream or waterbody loading perspective. Groundwater monitoring may also be required in the Performance Monitoring phase.
- **Technical support projects:** these projects may include some or all tasks included in an assessment, feasibility study, and/or performance monitoring project applied to the full or partial watershed. They may also include technical tasks associated with, but not directly required by the other project types or support of regulatory programs or design and construction projects.

C APPLICABLE DOCUMENTS:

To assemble scientifically sound and defensible data, sample collection and analysis must be performed in accordance with Florida Department of Environmental Protection Standard Operating Procedures per Chapter 62-160, Florida Administrative Code (FAC), or other documented methods generally accepted by the scientific community.

Analytical laboratory services shall be provided for samples collected from various environmental matrices at a frequency as needed to appropriately characterize watershed and/or sources of nutrient loading behavior in the assessment area. Sub-contracted laboratories performing analytical services for non-research related parameters shall hold a National Environmental Laboratory Accreditation Certification (NELAC) and be certified for the applicable methods. In addition, the contracted laboratory shall provide quality assurance/quality control information including, but not limited to: matrix spike recoveries, method detection limits, practical quantitation limits, duplicate reproducibility, and the results from equipment blank testing, in conformance with NELAC standard operating and reporting procedures and Chapter 62-160, FAC.

PART II WORK REQUIREMENTS

The professional services described below are not intended to consist of all services required on any single project. In general, the actual scope of services for any individual project will be dependent on the nature of the project, the project status with regard to available data and analyses, and the project phases and work tasks which the County wishes to contract.

1. Assessment Services:

The final product of the assessment phase is a report, which documents the existing conditions within the study area, contains hydrologic and pollutant data that describe sources and sinks within the study area, uses previously accepted models, contains basin-specific data, and may produce a list of potential best management projects intended to remove or mitigate pollutant loads within the study area. The list shall

rank the BMPs by the cost per pound removed for pollutant(s) of concern or priority of project for bacteria impairments. Descriptions of the BMPs shall include conceptual layouts and estimated costs that the County may move to the Feasibility phase.

Potential tasks, submittals, and meetings might include some or all of the following:

- A. Kickoff Meeting: project kickoff meetings are held prior to the commencement of the project. The intent of the kickoff meeting is to review known data sources, identify data gaps, review the negotiated scope of work for the project, establish and/or modify a proposed project timeline, and discuss project specifics. The consultant will provide an agenda for the meeting, conduct the meeting, and submit a meeting summary.
- B. Review of Existing Data: this task includes procurement, review, and analysis of relevant prior studies and available data sources. The consultant may need to evaluate previous analyses, areas where updated analyses may be necessary, data gap analyses, data collection methods, and data modeling. Reports, plans, calculations, permits, historical hydrologic/meteorological records as well as stormwater infrastructure and other GIS feature layers (soils, land use, wetlands, hydrography, aerial photography) relevant to characterizing the study area may be compiled.
- C. Field Reconnaissance/Verification of Existing Data: this task may include office and field inspections to compare original model drainage conditions to present day field conditions. Field reconnaissance of proposed monitoring sites to determine access. Field recon to verify GIS feature layers of interest and further investigate possible sources of pollutants and bacteria.
- D. Delineate Watershed and Sub-Basin Topography: generate/revise available digital elevation models (DEMs), LIDAR elevations, or other sources of topography in the study area using compiled data. Delineate major and sub-watershed drainage boundaries within the contributing watershed. Adjust the watershed boundary based on existing stormwater infrastructure and drainage plans.
- E. Bathymetric Survey for Total Depth and Soft Sediment Depth: perform survey to estimate amount of lake water and muck volumes.
- F. Field Data Collection and Analysis: field data collection and analysis may occur in, but not be limited to, the water column, sediment column, stormwater, adjacent lands, groundwater, wetlands or other environmental matrices and locations as required to characterize the fate and transport of pollutant loads within the water body and surrounding watershed. The consultant shall provide photographs and narrative survey of field conditions during sampling events, dissolved oxygen profiles and / or other water quality parameters (e.g., pH, conductivity, turbidity, temperature, oxidation-reduction potentials, etc.) in the water column or sediment, nutrient and / or pollutant concentrations in sediments. Analytical laboratory services shall be provided for samples collected from various environmental

matrices at a frequency as required to accomplish and appropriately characterize locations identified in the project.

- 1) Surface Water Monitoring: profiles of field meter parameters from water surface to total depth at defined depth intervals, collection of surface and/or deep water quality analytical samples. Use field and analytical data to identify episodic seasonal turnover and stratification, if present. Measurement of total and base flow in flowing waters.
 - 2) Stormwater Runoff Monitoring: event grab or autosampler collection of water quality samples and/or velocity and discharge monitoring.
 - 3) Groundwater Monitoring: seepage, recharge, or well data within or beneath the waterbody or the watershed.
 - 4) Sediment Monitoring: pollutant concentrations, speciation of nutrient pollutants, internal recycling/flux analysis, and soil characteristics.
 - 5) Biological Monitoring: analysis of existing flora and fauna, using generally accepted methodologies (Lake Vegetation Index (LVI), Stream Condition Index (SCI), or other generally accepted biological-integrity methods as established by professional societies), inhabiting the watershed or waterbody.
- G. Hydrologic Budget: identify hydrologic sources and sinks, which may include, but are not limited to direct precipitation and evaporation, stormwater runoff, groundwater seepage and recharge, inflows and outflows, and drain wells. Characterization of the hydraulic flow regime shall include, but not be limited to, calculated water residence times for each lake or water body, identification of periods of peak and minimum hydraulic flows.
- H. Nutrient/Pollutant Budget: establish nutrient pollutant sources and sinks and allocate the loads among the sources and sinks (sub-basin level), identify unquantified nutrient loads and estimate their impact on the overall budget. Nutrient pollutant sources will include, but are not limited to surface water runoff, septic systems, internal cycling of nutrients within sediment/water interface, groundwater seepage/recharge, uncontrollable natural sources, and background sources.
- I. Water Quality Model: run-off coefficients based on the present and projected land use. Soil type/hydrologic group and cover. Establish the fate, transport, and partitioning of nutrient pollutant loads within the watershed, forecast changes in nutrient pollutant loading commensurate with proposed changes in land use, and estimate nutrient pollutant load reductions due to BMP projects.
- J. Interim and Final Meetings: preparation of agenda, presentation of data, meeting minutes, and/or attendance sheets, as applicable. Deliverables will be provided in PDF, PowerPoint, and/or Excel as appropriate.
- 1) County staff: consultant provides interim updates on project progress,

discussion of specific tasks in order to review interim data and / or provide feedback.

- 2) Stakeholder: consultant provides interim updates or final summary of project for stakeholder groups, which may include, but are not limited to: homeowner's associations, lake advisory boards, local citizen groups, environmental organizations, builders and developers.
- 3) BCC: consultant provides interim updates or final summary of project for the Board of County Commissioners, Mayor, County Administrator, and/or interested Commissioner(s). Note that Board of County Commissioner meetings are open to public attendance and participation and subject to Florida's Government-in-the-Sunshine law.

K Identify and Conceptualize potential Structural and Non-structural BMPs: conceptual layout of potential projects, conceptual cost estimates and pollutant reduction efficiencies, ranking based on these parameters and implement ability. Conceptual cost estimate should include design, land acquisition/relocation and easement needs, permitting, construction and construction management, and operation and maintenance. Analyses of stormwater improvement projects (BMPs), including but not limited to: possible locations, recommended pollution abatement systems at specific locations, pollutant load reductions in pounds per year, pollutant removal costs in dollars per pound removed, recommended use of Best Management Practices and provide cost estimate for design and construction. Include consideration of wetlands and erosion. Alternatives should be evaluated and ranked based on the following factors: probable costs (including land acquisition, capital cost, etc.), anticipated ecological impacts, expected water quality impacts (surface and ground water), implementation considerations (practicality), social acceptability, expected reliability, estimates of probable operation and maintenance costs, permitting feasibility, and anticipated flood mitigation.

L Draft and Final Reports: summarize collected data and model results in text, tables, and figures. Provide conceptual project layouts and cost estimate tables. Mapping services to include, but not be limited to: creating and analyzing isocontours or isopleths of nutrients and/or pollutant concentrations or other pertinent water quality data on aerials, isocontours of lake bottoms to illustrate the sources of those nutrients and/or pollutants within the water body. Consultant shall also provide copies of all GIS and supporting files used to generate figures in a useable format or geodatabase. Please note the horizontal and vertical datum used in map projections shall be the same datum currently in use by Orange County, Florida (NAVD88). Text, tables, and calculations will be provided in Microsoft Word, Excel, or other source files.

Notifications and deliverables: project progress updates will be provided in a format and at a frequency as directed by the EPD project manager. Frequency may be variable depending on the current project activity level.

Consultant will provide written notification (email acceptable) of field activities prior to

staff or subcontractor work onsite. Timeframes for these notifications will be determined during preparation of the Scope of Services supporting preparation of each purchase request.

Field and lab deliverables and schedule updates will be provided monthly to provide support for invoicing purposes. Field deliverables may include: field notebook pages and sampling forms (PDF), photos (PDF, .jpeg, .tif), raw data files and/or supporting calculation files for field measurements (Excel, .csv or delimited format, as applicable), and calibration documentation (PDF). Laboratory analytical deliverables may include: quality assurance/quality control (QA/QC) documentation and reporting limits.

Draft and Final Reports will be submitted as a complete PDF document accompanied by Models (ICPR4, Bathtub, HSPF, or appropriate), GIS Data (ArcMap 10.7.1 or appropriate), calculations/spreadsheets (Excel). Reports shall include, but not be limited to, an analysis of historic and current data characterizing water quality. Reports will include information from pertinent, peer-reviewed literature with citation(s), digital copies of spreadsheets used during analyses, field data forms, copies of instrument pre- and post-calibration reports, chain-of-custody forms, analytical laboratory reports, copies of field notebooks, all GIS files used for mapping and analysis, input and output files from modeling analyses, as appendices. Reports shall be delivered as a draft and a final within the timeframes specified in the cost proposal and agreed upon scope of work. Consultant shall provide one (1) digital copy, preferably PDF, of the final report or deliverable and supporting documentation/source files prior to payment of final invoice.

2. Feasibility Studies:

The goal of the Feasibility Study is typically a report, which provides all information needed to proceed with the engineering/design of the project. The report will summarize the findings of the Assessment Report and provide: results of any additional data collection to fill identified gaps, required surveys, refined models, pollutant reduction estimates and costing, and potential constructability, permitting, and flooding issues.

The final report establishes the design objectives and design concept for the next phase of work. Design criteria, a preliminary estimate of cost and the project design, permitting and construction schedule shall be established. Right-of-way and easement acquisition requirements shall be preliminarily identified. Any necessary regulatory variances shall be identified and investigated. The overall project feasibility and anticipated effectiveness shall be clearly established. Public information meetings may be held, public input taken and modifications made to the conceptual plan, as warranted.

Potential required tasks, submittals and meetings might include some or all of the following:

- A Kickoff Meeting: project kickoff meetings are held prior to the commencement of the project. The intent of the kickoff meeting is to review known data sources, identify data gaps, review the negotiated scope of work for the project, establish and/or modify a proposed project timeline, and discuss project specifics. The consultant will provide an agenda for the

meeting, conduct the meeting, and submit a meeting summary.

- B. Review Existing Data and Identification of Data Gaps: procurement, review and analysis of relevant prior analysis and studies. Evaluation of previous analysis, and where added detail is necessary, new analysis, data gathering and modeling. This work shall lead to either agreement or adoption of the prior conclusions, or development of alternative conclusions and/or a recommendation or project conceptual design. Review past flooding complaints and rules, regulations, ordinances and laws (local, state, federal) pertinent to the study area. Generate / revise DEM of watershed area using compiled data.
- C. Supplemental Field Tasks: may include field data collection and analysis as described under Assessment Services to address data gaps or to provide a current dataset after significant time lapse or change in conditions within the watershed. This may include additional data collection, sampling, installation of monitoring equipment.
- D. Surveys and Studies: topographic survey, survey of existing structures, geotechnical study, ecological survey and other field investigations.
- E. ICPR Hydrologic & Hydraulic Model Updates: evaluation of potential impacts of proposed projects to the watershed, including upstream flooding, change in maximum flow rate, land use change impacts, or other inputs that may affect a proposed pollutant removal project.
- F. BMP Permitting/Construction: all necessary permits, assessments and land use approval requirements shall be identified. Necessary submittal requirements and deadlines should be identified and the proper sequence of processing established. Processing time should be estimated. Evaluation of environmental conditions and constraints affecting the project should be identified. Pre- application meetings with applicable regulatory agencies and Water Management District should also be included. Permitting requirements/costs, right-of-way needs/costs, and construction costs should be identified and estimated.
- G. Preliminary Design and Costing: schematic representation of design and supporting analysis documentation, conceptual cost estimate, including design, land acquisition/relocation and easement needs, permitting, construction and construction management, and operation and maintenance needs and costs.
- H. Meetings: prepare project brochures, administer mailing invitations, provide meeting presentation materials, hold public information meetings for the project and submit post-public meeting input when applicable. Agree on a project's conceptual design (modifying the conceptual design from the assessment as necessary), purpose and effectiveness based on the information developed during this phase.
- I. Report: generate a project report, technical memorandum, or design memorandum summarizing data collection and evaluation, providing all

permits, modeling, GIS, and analytical data to support design. Reports shall be delivered as a draft and a final within the timeframes specified in the cost proposal and agreed upon scope of work. Consultant shall provide one (1) digital copy, preferably PDF, of the final report or deliverable and supporting documentation/source files prior to payment of final invoice.

3. Performance Monitoring:

The final product of this project phase is typically a report, which establishes empirical pollutant loads and pollutant reduction estimates for specific BMP projects. This may be utilized to support grant requirements, Best Management Action Plan (BMAP) reporting of pollutant reductions, and/or evaluation or support of generalized reduction efficiencies estimated for a type of BMP.

Potential required tasks, submittals and meetings might include some or all of the following:

- A. Kickoff Meeting: project kickoff meetings are held prior to the commencement of the project. The intent of the kickoff meeting is to review known data sources, identify data gaps, review the negotiated scope of work for the project, establish and/or modify a proposed project timeline, and discuss project specifics. The consultant will provide an agenda for the meeting, conduct the meeting, and submit a meeting summary.
- B. Review Existing Data: determine gaps in data that are necessary for evaluation of pollutant loads and placement of appropriate BMPs.
- C. Field Tasks: collection of field chemistry, flow data, and analytical samples, and analysis of pollutants.
- D. Results: report field and analytical results using text, tables, and figures.
- E. Evaluation: estimation of influent and effluent loads, BMP mass reduction of pollutant and BMP pollutant removal efficiency, estimate of cost per pound of pollutant removed and cost per pound of pollutant removed per acre of watershed served.
- F. Report: report findings of analytical results and impact on proposed pollutant load reduction BMPs. Reports shall be delivered as a draft and a final within the timeframes specified in the cost proposal and agreed upon scope of work. Consultant shall provide one (1) digital copy, preferably PDF, of the final report or deliverable and supporting documentation / source files prior to payment of final invoice.

4. Technical Support Services:

The final product of this project phase varies, but will typically include summary report, data compilation, or technical memo with or without recommendations and conclusions.

Potential required tasks, submittals and meetings might include some or all of the

following when such services are not required as a part of the project development phase, design and permitting phase or the construction services phase of a project:

- A. Kickoff Meeting: Project kickoff meetings are held prior to the commencement of the project. The intent of the kickoff meeting is to review known data sources, identify data gaps, review the negotiated scope of work for the project, establish and/or modify a proposed project timeline, and discuss project specifics. The consultant will provide an agenda for the meeting, conduct the meeting, and submit a meeting summary.
- B. Review Existing Data and Identification of Data Gaps
- C. Supplemental Field Tasks
- D. Full or part time construction inspection services when requested: services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings, or other information furnished by the County.
- E. Services necessary to obtain operating permits, development and design of discharge monitoring plans and preparation of operating and staffing manuals.
- F. Performance of some or all of the assessment tasks for a full or partial watershed. May include, but is not limited to, sampling, modeling, pollutant load estimation identification of pollutant load reduction project options.
- G. Wetland delineations, restoration evaluations, mitigation plans, and dredge and fill permits.
- H. Furnishing services of other independent professional or technical associates in such fields as biological assessment (LVI, SCI, or other) and forestry.
- I. Preparations for applications and supporting documents for grants.
- J. Provide services to fulfill permit conditions of the County's NPDES (National Pollutant Discharge Elimination System) MS4 Permit.
- K. Peer review services to evaluate the accuracy and validity of reports, prior analyses, geodatabases and/or computer simulations provided to or by the County, this includes post-project reviews to identify best practices and lessons learned.
- L. Professional stormwater engineering services; to include the review and analysis of various BMP designs (including new and innovative technologies); defend recommendations in legal proceedings, if needed; and identify pollutant loads and conduct source allocations within the various sub-basin watersheds.
- M. Services resulting from significant changes in the general scope, extent or character of an individual project or its design including, but not limited to,

changes in size, revising previously accepted studies, reports, designs documents of contract documents when such revisions are required by changes in laws, codes, rules, regulations, policies, or orders enacted subsequent to the preparation of such documents.

- N. Review and analysis of data used to designate a water body as impaired by the Florida Department of Environmental Protection (FDEP).
- O. Necessary services to fulfill the conditions and requirements to comply with the FDEP TMDL program. Analyzing adopted or proposed TMDLs.
- P. Providing technical support within a BMAP area.
- Q. Use of regulatory and/or industry standard software models to provide source allocations of nutrients and/or pollutants of interest. Please note that software models must be approved for use with the appropriate regulatory agency or be utilized as an industry standard.
- R. Assistance with bid protests arising from technical specifications, re-bidding or re-negotiating contracts for construction, materials, equipment, or services.
- S. Providing property surveys, related to engineering, appraisal and real estate services needed in connection with acquiring needed interests in real property for the County.
- T. Preparing to serve or serving as a consultant or witness for the County in litigation, arbitration or other legal or administrative proceeding, when such services are not required as a part of the project development phase, design and permitting phase or the construction services phase of a project.
- U. Performing constructability reviews of project plans in order to minimize construction change orders.
- V. Database and/or dashboard development related to projects.
- W. Field surveys and data collection in support of roadway, drainage, and mowing activities.
- X. Project scheduling and project budget tracking services.
- Y. Project management services.
- Z. Services such as inspection of roadway and drainage infrastructure maintenance activities. Evaluation of current level of service provided by the existing infrastructure.
- AA. Preparation of manuals for projects and division operations (for example, operation and maintenance).
- BB. Preparation of presentations, figures and exhibits for projects and/or public meetings.

- CC. GIS-related services for the implementation of stormwater projects or programs, and other miscellaneous activities such as a stormwater website.
- DD. Floodplain management services including delineation of the floodplain, letter of map revision (LOMR) services (review and approval), GIS work for Federal Emergency Management Act (FEMA) floodplain layer, and repetitive loss properties.
- EE. Services related to FEMA Community Rating System series 100 through 700. Services to include, but not limited to; public information, mapping and regulations, flood damage reduction, and warning and response.
- FF. Services necessary to review, revise, and approve change to Orange County ordinances and codes to meet federal or state requirements.
- GG. Services related to drainage wells including retrofitting, replacement, and analysis of drain well systems. This also includes continuous simulation analysis and evaluation of drain wells for the purpose of permitting, regulatory approvals needed, and water use master planning.
- HH. Services related to the evaluation of pump stations and major control structures and retrofit recommendations. This also includes drawdown analysis and evaluation of drain wells for the purpose of permitting, regulatory approvals needed, and water use master planning.
- II. Services related to surface feature failures (e.g., washouts, sinkholes and pavement failures) and retrofit recommendations.
- JJ. Services related to sandbar removal, canal bank protection, pond restoration, and sediment/erosion control including survey, evaluation, final design, permitting and construction.
- KK. Services related to stormwater service rate analysis, determination and codification.
- LL. Services related to low impact development (LID), green infrastructure (GI) engineering, sustainability and resiliency design for stormwater systems.

EXHIBIT B
BILLABLE RATES AND MULTIPLIER

PRIME CONSULTANT

**WSP USA ENVIRONMENT &
INFRASTRUCTURE, INC.**

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Orange County.

Base Rate	100%
Overhead & Fringe Benefits	139.90%
Subtotal	239.90%
Profit (12%)	0.29

OVERALL MULTIPLIER 2.69

Individual classification for personnel hourly rates are as follows:

Labor Category	Classification Basic Hourly	Overall Multiplier	Billable
Principal	\$ 111.45	2.69	\$ 299.46
Senior Technical Specialist	\$ 97.19	2.69	\$ 261.14
Senior Project Manager	\$ 87.56	2.69	\$ 235.25
Project Manager	\$ 65.36	2.69	\$ 175.62
Senior Civil Engineer	\$ 81.60	2.69	\$ 219.25
Civil Engineer	\$ 62.65	2.69	\$ 168.32
Junior Civil Engineer	\$ 41.73	2.69	\$ 112.12
Senior Water Resource Engineer	\$ 81.90	2.69	\$ 220.04
Water Resource Engineer	\$ 63.26	2.69	\$ 169.97
Junior Water Resource Engineer	\$ 40.48	2.69	\$ 108.77
Senior Environmental Engineer	\$ 79.29	2.69	\$ 213.03
Environmental Engineer	\$ 62.73	2.69	\$ 168.53
Junior Environmental Engineer	\$ 39.02	2.69	\$ 104.85
Senior Geotechnical Engineer	\$ 86.26	2.69	\$ 231.76
Geotechnical Engineer	\$ 65.53	2.69	\$ 176.07
Junior Geotechnical Engineer	\$ 44.34	2.69	\$ 119.14
Senior Environmental Scientist	\$ 61.23	2.69	\$ 164.53
Environmental Scientist	\$ 44.99	2.69	\$ 120.89
Junior Environmental Scientist	\$ 33.07	2.69	\$ 88.85
Senior Geologist	\$ 56.55	2.69	\$ 151.94
Geologist	\$ 43.42	2.69	\$ 116.66
Junior Geologist	\$ 34.32	2.69	\$ 92.21
Senior Planner	\$ 72.13	2.69	\$ 193.81
Planner	\$ 49.10	2.69	\$ 131.92
Junior Planner	\$ 37.93	2.69	\$ 101.91
Senior Designer	\$ 69.23	2.69	\$ 186.01
Designer	\$ 49.48	2.69	\$ 132.95
Senior GIS Analyst/Specialist	\$ 67.09	2.69	\$ 180.25
GIS Analyst/Specialist	\$ 49.77	2.69	\$ 133.73
Junior GIS Analyst/Specialist	\$ 35.89	2.69	\$ 96.42
Senior CAD Operator	\$ 60.03	2.69	\$ 161.29
CAD Operator	\$ 37.63	2.69	\$ 101.11
Senior Technician	\$ 49.22	2.69	\$ 132.25
Technician	\$ 36.45	2.69	\$ 97.93
Junior Technician	\$ 29.14	2.69	\$ 78.30
Senior Construction Manager	\$ 70.04	2.69	\$ 188.20
Construction Manager	\$ 56.86	2.69	\$ 152.78
Senior Construction Inspection Technician	\$ 55.90	2.69	\$ 150.20
Construction Inspection Technician	\$ 47.47	2.69	\$ 127.53
Junior Construction Inspection Technician	\$ 32.13	2.69	\$ 86.32
Surveyor	\$ 73.05	2.69	\$ 196.27
Party Chief	\$ 33.85	2.69	\$ 90.94
Survey Technician	\$ 26.16	2.69	\$ 70.28
Procurement/Subcontract Administration	\$ 55.87	2.69	\$ 150.10
Project Accountant	\$ 35.76	2.69	\$ 96.09
Project Coordinator	\$ 30.78	2.69	\$ 82.71

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525 (3), Florida Statutes.

Christine Mehle, Local Business Lead

(Printed name and Title)

Mehle, Christine

(USCM717518)

(Signature)

Digitally signed by Mehle, Christine
(USCM717518)
Date: 2024.01.26 16:32:06 -05'00'

January 26, 2024

(Date)



WATER

Water Equipment Fee Schedule WSP USA Environment & Infrastructure Inc. Altamonte Springs, FL

Equipment	Unit	Bill Rate
4 Wheel ATV	Day(s)	\$ 150
Auto Sampler/1 Week Duration	Week	\$ 240
Auto Sampler/1 Week Duration with telemetry	Week	\$ 600
Auto Sampler/2-3 Week Duration	Week(s)	\$ 210
Auto Sampler/2-3 Week Duration with telemetry	Week(s)	\$ 450
Auto Sampler/4-11 Week Duration	Week(s)	\$ 180
Auto Sampler/4-11 Week Duration with telemetry	Week(s)	\$ 400
Auto Sampler/3 Month or greater Duration	Month(s)	\$ 600
Auto Sampler/3 Month or greater Duration with telemetry	Month(s)	\$ 1,200
Auto Sampler/8-11 Week Duration	Week(s)	\$ 180
Backpack Sprayer	Day(s)	\$ 42
Carolina Skiff (17') and Trailer	Day(s)	\$ 300
Confined Space Equipment	Week(s)	\$ 792
Confined Space Equipment	Day(s)	\$ 240
CONSOL., UNDRAINED TRIAXIALTEST W/PORE PRESSURE MEASURE	Each	\$ 210
CONSOLIDATION TEST, SQUARE ROOT OFTIME METHOD	Each	\$ 540
Continuous Recording Staff Gauge	Week	\$ 350
Digital Depth Finder	Day(s)	\$ 79
Dissolved Oxygen Meter	Day(s)	\$ 47
Double Ring Infiltrometer	Day(s)	\$ 30
Flux Core Incubation (does not include lab analyses or collection)	Per Core	\$ 840
Foxboro OVA/PID	Day(s)	\$ 150
Foxboro OVA/PID	Week(s)	\$ 570
Generator	Day(s)	\$ 79
Generator	Monthly	\$ 270
Global Positioning System (GPS)	Week(s)	\$ 450
Global Positioning System (GPS)	Day(s)	\$ 132
GPR Survey Equipment	Test(s)	\$ 540
GPS R.T.K. Positioning Data	Day(s)	\$ 20
GPS R.T.K. Positioning Data	Week(s)	\$ 139
Ground Water Sample Bailers (Decontaminated)	Ea.	\$ 34
Shallow Groundwater Sampling Pump (with disposable Tubing for 1 well)	Day(s)	\$ 79
Shallow Groundwater Sampling Pump (with Disposable Tubing for 1 well)	Week(s)	\$ 216
Deep Groundwater Sampling Pump (with Disposable Tubing for 1 well)	Day(s)	\$ 200
Deep Groundwater Sampling Pump (with Disposable Tubing for 1 well)	Week(s)	\$ 800
Grunfos Sampling Pump	Month(s)	\$ 1,140
Herbicide	Gal(s)	\$ 14
Honda Water Pump (2")	Day(s)	\$ 132

WATER

Water Equipment Fee Schedule WSP USA Environment & Infrastructure Inc. Altamonte Springs, FL

Hydrographic Survey Vessel & Equipment	Day(s)	\$ 200
Infrared Thermography	Day(s)	\$ 132
Inline 45 micron water filter	Ea.	\$ 40
Inline 0.2 micron water filter	Ea.	\$ 40
Jon Boat 16' 25 HP Motor and Trailer	Day(s)	\$ 200
Kayak	Day(s)	\$ 60
Kayak - Week	Week(s)	\$ 180
Maintenance of Traffic (MOT)	Day(s)	\$ 600
Metal Detector	Day(s)	\$ 34
Metal Detector	Week(s)	\$ 66
Microscope (Compound)	Day(s)	\$ 34
Microscope (Compound)	Week(s)	\$ 66
Multimeter Hydrolab Surveyor 4	Day(s)	\$ 102
Multimeter Hydrolab Surveyor 4	Week(s)	\$ 348
Multiparameter - YSI556	Day(s)	\$ 102
Multiparameter - YSI556	Week(s)	\$ 348
Multimeter - ProDSS water quality meter	Day(s)	\$ 156
Nuclear Densometer	Day(s)	\$ 30
Nuclear Gauge Rental	Monthly	\$ 240
Nuclear Gauge Rental	Week(s)	\$ 120
Open Channel FlowMeter and Datalogger	Week(s)	\$ 600
Peristaltic Pump	Day(s)	\$ 60
Photo Vac OVA/PID	Day(s)	\$ 79
Photo Vac OVA/PID	Week(s)	\$ 288
Piston Tube Sampler	Day(s)	\$ 30
Piston Tube Sampler	Week(s)	\$ 120
Pore Pressure Probe	Day(s)	\$ 47
Pore Pressure Probe	Week(s)	\$ 144
Pre-Demo Survey (including Report Preparation)	Ft ²	\$ 0
Pressure Transducer/Data Logger	Day(s)	\$ 60
Pressure Transducer/Data Logger	Week(s)	\$ 240
Pressure Transducer/Data Logger (Telemetry)	Day(s)	\$ 150
Pressure Transducer/Data Logger (Telemetry)	Week(s)	\$ 540
Rock Core Box	Ea.	\$ 30
Sample Jars (Box of 12)	Ea.	\$ 18
Sample Storage	Ea.	\$ 144
Sandpipe Field Permeability Equipment	Day(s)	\$ 30
Sandpipe Field Permeability Equipment	Week(s)	\$ 120
Seepage Meter	Ea.	\$ 600

WATER

Water Equipment Fee Schedule WSP USA Environment & Infrastructure Inc. Altamonte Springs, FL

Soft-Dig Excavation Unit	Day(s)	\$ 480
Soil Auger	Day(s)	\$ 30
Soil Auger	Week(s)	\$ 120
Staff Gauges	Ea.	\$ 34
FlowTracker2	Week(s)	\$ 358
FlowTracker2	Day(s)	\$ 132
Stream Flow Meter--Sontek RS5 (shipping costs not included)	Day(s)	\$ 790
Stream Flow Meter--Sontek RS5 (shipping costs not included)	Week(s)	\$ 2,200
Survey Equipment	Day(s)	\$ 152
Terrestrial Laser Scanning Unit	Day(s)	\$ 1,200
Temp, pH, Conductivity Meter	Day(s)	\$ 34
Temp, pH, Conductivity Meter	Week(s)	\$ 120
Tipping Bucket Rain Gauge	Month(s)	\$ 60
Turbidity Meter, Digital (Portable) Hack 2100P	Day(s)	\$ 36
Turbidity Meter, Digital (Portable) Hack 2100P	Week(s)	\$ 120
Vacuum Pump	Day(s)	\$ 79
Vacuum Pump	Week(s)	\$ 276
Vane Shear Equipment	Week(s)	\$ 120
Vane Shear Equipment	Day(s)	\$ 34
VIBRATION MONITOR/DAY	Day(s)	\$ 156
VIBRATION MONITOR/WEEK	Week(s)	\$ 420
Water Level Indicator	Day(s)	\$ 34
Water Level Indicator	Week(s)	\$ 102
Weed Eater-Gas, Chain Saw	Day(s)	\$ 34
Weed Eater-Gas, Chain Saw	Week(s)	\$ 120

Laboratory Testing Fee Schedule
WSP USA Environment & Infrastructure Inc.
Altamonte Springs, Florida



UNIT NAME	PROCEDURE	UOM	RATE
CLASSIFICATION			
SOILS FINER THAN #200 SIEVE	ASTM D1140	EACH	\$48.00
PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH WASH #200	ASTM D6913	EACH	\$58.00
PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH WASH #200 or #230 HALF PHI SIZES W/O HYDROMETER	ASTM D6913	EACH	\$77.25
PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH WASH #200 or #230 HALF PHI SIZES W/ HYDROMETER (Assumed Specific Gravity)	ASTM D7928, D6914	EACH	\$168.00
PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH HYDROMETER (Assumed Specific Gravity)	ASTM D6913 & D7928	EACH	\$140.00
PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH HYDROMETER AND SPECIFIC GRAVITY	ASTM D6913, D7928, & D854	EACH	\$190.00
HYDROMETER ONLY	ASTM D7928	EACH	\$85.00
LIQUID LIMIT, PLASTIC LIMIT, AND PLASTICITY INDEX	ASTM D4318	EACH	\$90.00
MOISTURE CONTENT	ASTM D2216	EACH	\$15.00
COMBINED ANALYSIS, MOISTURE CONTENT & % FINES	ASTM D2216 and D1140	EACH	\$55.00
SOIL UNIT WEIGHT, WITH MOISTURE CONTENT	ASTM D2937 and D2216	EACH	\$67.00
SPECIFIC GRAVITY	ASTM D854	EACH	\$80.00
ORGANIC CONTENT	ASTM D2974	EACH	\$42.00
SETTLING RATE	USCOE Settling Rate Test Method	EACH	\$85.00
CARBONATE CONTENT	Tyler Twenhöfer 1941	EACH	\$85.00
CARBONATE CONTENT	ASTM D4373	EACH	\$90.00
VISUAL SHELL	NON-ASTM	EACH	\$16.50
SOIL pH	ASTM D4972 or FM 5-550	EACH	\$45.00
SOIL SULFATE	FDOT FM 5-553		\$68.00
SOIL CHLORIDE	FDOT FM 5-552		\$70.00
SOIL RESISTIVITY	FDOT FM 5-551		\$81.00
CORROSION SERIES (pH, Sulfates, Chloride, Resistivity)	FDOT FM 5-550, 551, 552 & 553	EACH	\$180.00
COMPACTION			
COMPACTION TEST, STANDARD PROCTOR	ASTM D698	EACH	\$130.00
COMPACTION TEST, STANDARD PROCTOR W/ SIEVE ANALYSIS	ASTM D698	EACH	\$172.50
COMPACTION TEST, MODIFIED PROCTOR	ASTM D1557	EACH	\$130.00
COMPACTION TEST, MODIFIED PROCTOR W/ SIEVE ANALYSIS	ASTM D1557	EACH	\$172.50
RELATIVE DENSITY, DRY METHOD (Maximum and Minimum)	ASTM D4253 and D4254	EACH	\$165.00
RELATIVE DENSITY, WET METHOD AND DRY METHOD (MAXIMUM) AND DRY METHOD (MINIMUM)	ASTM D4253 and D4254	EACH	\$165.00
RELATIVE DENSITY (Minimum Only)	ASTM D4254	EACH	\$69.00
RELATIVE DENSITY, DRY METHOD (Maximum Only)	ASTM D4253	EACH	\$85.00
RELATIVE DENSITY, WET METHOD (Maximum Only)	ASTM D4253	EACH	\$115.00
CALIFORNIA BEARING RATIO (CBR), W/ STANDARD OR MODIFIED EFFORT (COE)	ASTM D1883	EACH	\$360.00
LIMEROCK BEARING RATIO (LBR)	FDOT FM 5-515	EACH	\$310.00
LIMEROCK BEARING RATIO (LBR) W/ SIEVE ANALYSIS	FDOT FM 5-515	EACH	\$350.00
SOIL STRENGTH			
UNCONSOLIDATED, UNDRAINED TRIAXIAL TEST, per specimen (One Confining Pressure)	ASTM D2850	EACH	\$165.00
UNCONSOLIDATED, UNDRAINED TRIAXIAL TEST (Three Confining Pressures)	ASTM D2850	EACH	\$450.00
CONSOLIDATED, UNDRAINED TRIAXIAL TEST WITH/PORE PRESSURE MEASUREMENT, per specimen	ASTM D4767	EACH	\$165.00
CONSOLIDATED, UNDRAINED TRIAXIAL TEST WITH/PORE PRESSURE MEASUREMENT (Three Conf Pressures)	ASTM D4767	EACH	\$900.00
CONSOLIDATED, DRAINED TRIAXIAL TEST, per specimen		EACH	\$165.00
CONSOLIDATED, DRAINED TRIAXIAL TEST (Three Confining Pressures)		EACH	\$515.00

Laboratory Testing Fee Schedule
WSP USA Environment & Infrastructure Inc.
Jacksonville, Florida



UNIT NAME	PROCEDURE	UOM	RATE
REMOLD SPECIMEN FOR TRIAXIAL SHEAR, per specimen	NA	EACH	\$50.00
UNCONFINED COMPRESSIVE STRENGTH	ASTM D2166	EACH	\$90.00
UNCONFINED COMPRESSIVE STRENGTH (Undisturbed Sample)	ASTM D2166	EACH	\$90.00
UNCONFINED COMPRESSIVE STRENGTH (Remolded Sample)	ASTM D2166	EACH	\$120.00
UNCONFINED COMPRESSIVE STRENGTH (Compacted Sample)	ASTM D2166	EACH	\$120.00
DIRECT SHEAR (Three Loads)	ASTM D3080	EACH	\$515.00
PERMEABILITY			
PERMEABILITY TEST, CONSTANT HEAD (SAND), per point (loose, medium, and max compaction)	ASTM D2434	EACH	\$180.00
PERMEABILITY TEST, CONSTANT HEAD (SAND), per sample (percentage of max dry density required)	ASTM D2434	EACH	\$220.00
PERMEABILITY TEST, CONSTANT HEAD (SAND), per point (6")	FDOT FM1-T215	EACH	\$110.00
PERMEABILITY TEST, FALLING HEAD (CLAY), Flexible Wall Permeameter	ASTM D5084	EACH	\$300.00
REMOLD SPECIMEN	NA	EACH	\$50.00
CONSOLIDATION & SWELL			
SWELL OR SETTLEMENT POTENTIAL WITH UNIT WEIGHT, SPECIFIC GRAVITY, AND MOISTURE CONTENT	ASTM D4546	EACH	\$425.00
REMOLDING FOR SWELL OR SETTLEMENT POTENTIAL TEST	ASTM D4546	EACH	\$52.00
CONSOLIDATION TEST, SQUARE ROOT OF TIME METHOD (Up to 12 Loads)	ASTM D2435	EACH	\$620.00
CONSOLIDATION TEST, LOG TIME METHOD (Up to 12 Loads)	ASTM D2435	EACH	\$620.00
CONSOLIDATION TEST, ADDITIONAL LOAD INCREMENT	ASTM D2435	EACH	\$52.00
REMOLDING SPECIMEN FOR CONSOLIDATION TEST	ASTM D2435	EACH	\$30.00
CONCRETE			
COMPRESSIVE STRENGTH OF CORES	ASTM C1604 & C39	EACH	\$40.00
COMPRESSIVE STRENGTH OF CYLINDERS	ASTM C39	EACH	\$20.00
SPLITTING TENSILE OF CONCRETE CYLINDERS	ASTM C496	EACH	\$75.00
SPLITTING CONCRETE CORE AND pH (Carbonation Testing of Freshly Broken Surface)	N/A	EACH	\$26.00
ROCK			
UNCONFINED COMPRESSIVE STRENGTH OF INTACT ROCK CORE	ASTM D-7012 Method D w/o Option A	EACH	\$95.00
SPLITTING TENSILE STRENGTH OF INTACT ROCK CORE	ASTM D-3967	EACH	\$75.00
CUTTING CORES	NA	EACH	\$26.00
DENSITY OF ROCK CORE	USCOE RTH 109	EACH	\$90.00
SOUNDNESS, SODIUM OR MAGNESIUM SULFATE (Up to 7 cycles)	ASTM D5240 Rip Rap	EACH	\$400.00
SOUNDNESS, MAGNESIUM SULFATE (Up to 5 cycles)	ASTM D5240 Rip Rap	EACH	\$360.00
L.A. ABRASION & crush rock	ASTM C-131, C-535	EACH	\$300.00
WETTING AND DRYING	ASTM D5313	EACH	\$500.00
FREEZING AND THAWING	ASTM D5312	EACH	\$500.00
PETROGRAPHIC	ASTM C295	EACH	\$1,500.00
CUTTING & CRUSHING ROCK CORES	NA	EACH	\$60.00
Unit Weight of Rock	D2166	EACH	\$65.00

Laboratory Testing Fee Schedule
WSP USA Environment & Infrastructure Inc.
Jacksonville, Florida



UNIT NAME	PROCEDURE	UOM	RATE
AGGREGATE			
FLAT & ELONGATED PARTICLES	ASTM D4791	EACH	\$160.00
CLAY LUMPS & FRIABLE PARTICLES	ASTM C142	EACH	\$155.00
LIGHTWEIGHT PIECES	ASTM C123	EACH	\$155.00
SIEVE ANALYSIS (Fine Aggregate)	ASTM C136	EACH	\$61.75
SIEVE ANALYSIS (Coarse Aggregate)	ASTM C136	EACH	\$77.25
SIEVE ANALYSIS (Coarse Aggregate) Aggregate from 3 inch to 5 inch	ASTM C136	EACH	\$125.00
SIEVE ANALYSIS (Fine and Coarse Aggregate)	ASTM C136 / ASTM C117	EACH	\$90.00
FRACTURED AND ANGULAR PIECES	ASDM D5821	EACH	\$155.00
MOISTURE CONTENT	ASTM D2216 / ASTM D4643	EACH	\$25.00
ORGANIC IMPURITIES (Fine Aggregate)	ASTM C40	EACH	\$60.00
SPECIFIC GRAVITY AND ABSORPTION (Coarse Aggregate)	ASTM C127	EACH	\$90.00
SPECIFIC GRAVITY AND ABSORPTION (Fine Aggregate)	ASTM C128	EACH	\$80.00
UNIT WEIGHT	ASTM C29	EACH	\$56.75
L.A. ABRASION	ASTM C131 / ASTM C535	EACH	\$280.00
SOUNDNESS OF AGGREGATE BY USE OF SODIUM OR MAGNESIUM SULFATE (Five Cycles)	ASTM C88 / AASHTO T104	EACH	\$360.00
CALCIUM CARBONATE PERCENT BY WEIGHT	ASTM D3042	EACH	\$90.00
CARBONATES & ORGANIC MATTER IN LIMEROCK	FDOT FM 5-514	EACH	\$90.00
OTHER			
PRIORITY TESTING	N/A	EACH	\$77.25
LOGGING VIBRACORE	USACE	FT	\$23.50
GRANULARMETRIC REPORT	NA	EACH	\$10.75

EXHIBIT B BILLABLE RATES AND MULTIPLIER

SUB-CONSULTANT



Re: BFA Fee Quotation Proposal
Orange County Continuing Water Quality Professional Services
Y23-905-MB

As requested, the following is our information regarding overhead multiplier and personnel hourly rates for projects with Orange County. These rates will be used throughout the duration of the contract.

Base Rate:	100%
Overhead & Fringe Benefits:	152%
Subtotal:	252%
Profit (12%):	0.30
Overall Multiplier:	<u>2.82</u>

Individual classifications for personnel hourly rates are as follows:

Classification	Raw Hourly Rate (Minimum)	Overall Multiplier	Billable Hourly Rate (Minimum)
Principal Hydrogeologist	\$75.00	2.82	\$211.50
Senior Water Resources Specialist	\$85.62	2.82	\$241.45
Principal Engineer	\$72.00	2.82	\$203.04
Senior Engineer	\$70.00	2.82	\$197.40
Sr. Project Manager	\$70.00	2.82	\$197.40
Project Manager	\$60.00	2.82	\$169.20
Project Manager I	\$55.00	2.82	\$155.10
Project Engineer V	\$50.00	2.82	\$141.00
Project Engineer IV	\$45.00	2.82	\$126.90
Project Engineer III	\$40.00	2.82	\$112.80
Project Engineer II	\$38.00	2.82	\$107.16
Project Engineer I	\$35.00	2.82	\$98.70
Senior Designer	\$42.00	2.82	\$118.44
CAD V	\$38.00	2.82	\$107.16
CAD IV	\$35.00	2.82	\$98.70
CAD III	\$30.00	2.82	\$84.60

CAD II	\$25.00	2.82	\$70.50
CAD I	\$20.00	2.82	\$56.40
GIS Tech III	\$40.00	2.82	\$112.80
GIS Tech II	\$35.00	2.82	\$98.70
GIS Tech I	\$30.00	2.82	\$84.60
Hydrogeologist V	\$57.00	2.82	\$160.74
Hydrogeologist IV	\$44.00	2.82	\$124.08
Hydrogeologist III	\$40.00	2.82	\$112.80
Hydrogeologist II	\$32.00	2.82	\$90.24
Hydrogeologist I	\$26.00	2.82	\$73.32
Environmental Scientist V	\$47.00	2.82	\$132.54
Environmental Scientist IV	\$42.00	2.82	\$118.44
Environmental Scientist III	\$38.00	2.82	\$107.16
Environmental Scientist II	\$32.00	2.82	\$90.24
Environmental Scientist I	\$24.00	2.82	\$67.68
Field Technician IV	\$32.00	2.82	\$90.24
Field Technician III	\$29.00	2.82	\$81.78
Field Technician II	\$26.00	2.82	\$73.32
Field Technician I	\$22.00	2.82	\$62.04
Sr. Surveyor and Mapper	\$62.00	2.82	\$174.84
Surveyor and Mapper	\$49.00	2.82	\$138.18
Survey Technician	\$40.00	2.82	\$112.80
2 Person Survey Crew	\$55.00	2.82	\$155.10
3 Person Survey Crew	\$76.00	2.82	\$214.32
Utility Coordinator	\$38.00	2.82	\$107.16
SUE 2 Person Crew	\$56.00	2.82	\$157.92
SUE 3 Person Crew	\$77.00	2.82	\$217.14
Administrative Support III	\$37.00	2.82	\$104.34
Administrative Support II	\$28.00	2.82	\$78.96
Administrative Support I	\$20.00	2.82	\$56.40

**Survey and Subsurface Utility Engineering Direct Costs Table
Y23-904-ZR**

Description	Units	Minimum Billable Rate
Utility Test Hole Excavation "Soft Dig" (Grass Dirt areas, etc....)	Each	\$650.00
Utility Test Hole Excavation "Hard Dig" (Concrete, Paved areas, etc....)	Each	\$850.00

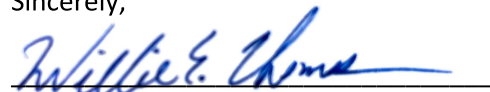
Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
Y23-904-ZR			
2023			
Description	Units	Unit Cost ¹	
Reproduction			
B&W Copy (8.5" x 11") (Per Side)	Each	\$	0.05
B&W Copy (8.5" x 14")	Each	\$	0.12
B&W Copy (11" x 17")	Each	\$	0.20
Blackline Copy (24"x 36" or 22"x 34")	Each	\$	2.00
Color Copy (8.5" x 11") (Per Side)	Each	\$	0.74
Color Copy (8.5" x 14") (Per Side)	Each	\$	0.74
Color Copy (11" x 17")	Each	\$	1.25
Color Copy (24"x 36" or 22"x 34")	Each	\$	12.00
Lamination (8.5" x 11")	Each	\$	1.75
Materials			
Binders	Each	\$	At Cost
Bond Plots (24"x 36" or 22"x 34")	Each	\$	0.72
Communications			
Facsimile (Long Distance)	Each		At Cost
Phone Calls (Long Distance)	Minute		At Cost
Mail			
Courier	Each	\$	At Cost
Express Delivery	Each		At Cost
US Mail	Each		At Cost



Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
Y23-904-ZR			
2023			
Description	Units	Unit Cost ¹	
Travel ²			
Lodging (\$80.00 maximum)	Day		At Cost
Mileage ³	Mile		0.445
Per Diem (\$36.00 maximum)	Day		At Cost
Rental Car	Day		At Cost
Tolls	Each		At Cost
Miscellaneous			
Legal Notices	Each		At Cost
Permit Application Fees	Each		At Cost
Water Quality Analysis			At Cost
Field Supplies	Each		At Cost
Water Level analysis Equipment	Day		At Cost
Water Quality Analysis Equipment	Day		At Cost
Specialty Software	Each		At Cost
Electronic Media			
Compact Disc	Each		1.00
DVD	Each		1.50
¹ "At Cost" Items will be billed without markup.			
² Travel Costs in accordance with Orange County Travel Policy.			
³ Orange County maximum mileage cost. Local mileage will only be considered if included in cost proposal and justified.			

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 95.525(3), Florida Statutes.

Sincerely,



Willie E. Thomas, P.E.
President

1/18/2024

Date





May 20, 2024

Craig Duxbury
WSP

Re: Price Quote for Orange County Contract

Dear Craig:

DB Environmental is pleased to submit a quotation for the parameters listed below.

Report Turn-Around: 20 Business Days

Matrix: Surface Water

Parameter	Analysis Method	Unit Cost
Alkalinity as CaCO ₃	SM 2320 B-2011	\$26.00
Ammonia-N	SM 4500-NH ₃ G-2011	\$35.50
Total Calcium	SM 3111-B-2011	\$40.00
Dissolved Calcium	SM 3111-B-2011	\$23.75
Apparent Color	SM 2120 B-2011	\$31.50
Orthophosphate as P	SM 4500-P F-2011 or DBE SOP OPO ₄	\$34.00
Total Phosphorus	SM 4500-P F-2011	\$30.25
Total Soluble Phosphorus	SM 4500-P F-2011	\$30.25
Total Suspended Solids	SM 2540 D-2015	\$33.75
Sulfate	SM 4110 B-2011	\$49.00
Total Organic Carbon	SM 5310 B-2014	\$35.00
Dissolved Organic Carbon	SM 5310 B-2014	\$35.00
		\$404.00

Report Turn-Around: 30 Business Days

Matrix: Sediment

Parameter	Analysis Method	Unit Cost
%Dry Weight	ASA 21-2	\$16.25
Bulk Density	ASA 13	\$18.25
Grinding (processing)	n/a	\$20.75
Total Phosphorus	DBE SOP TP	\$40.00
P fractionation referenced in Meis et al., 2012 (Modified)		\$595.00
NH ₄ Cl TSP*	DBE SOP TP	
NaHCO ₃ /Na ₂ S ₂ O ₄ TSP**	DBE SOP TP	
NaOH SRP***	DBE SOP OPO ₄	
NaOH TSP	DBE SOP TP	
NaOH TSP minus NaOH SRP†	Calculation	
HCl TSP††	DBE SOP TP	
Residual TP	DBE SOP TP	
Porewater Extraction and Analysis		\$121.00
Porewater SRP	DBE SOP OPO ₄	
Porewater NH ₃ -N	SM 4500-NH ₃ G-2011	
Total Calcium	EPA/SW 7140	\$44.50
Total Carbon	DBE SOP MVP	\$38.75
Total Nitrogen	DBE SOP MVP	\$38.75
Total Organic Carbon	DBE SOP MVP/COE 3-73	\$51.25
Volatile Solids	EPA/COE 3-59	\$23.00
		\$1,007.50

Reference

Meis, S., Spears, B.M., Maberly, S.C., O'Malley, M.B., Perkins, R.G. 2012. Sediment amendment with Phoslock® in Clatto Reservoir (Dundee, UK): Investigating changes in sediment elemental composition and phosphorus fractionation. *J. Environ. Manag.*; 93, 185-193.

*NH₄Cl TSP = Labile P

**NaHCO₃/Na₂S₂O₄ TSP = Reductant-Soluble P

***NaOH SRP = Metal-Oxide Adsorbed P

†NaOH TSP minus NaOH SRP = Organic P

††HCl TSP = Apatite Bound P

If you have any questions or concerns, please contact me at nancy@dbenv.com.

Sincerely,


Nancy Chan
Laboratory Manager



**Orange County Continuing Water Quality Professional Services
Y23-905-MB**

Base Rate	100%
Overhead & Fringe Benefits	195.42%
Subtotal	295.42%
Profit (12%)	0.35

Overall Multiplier	3.31	-->Limit to 2.99
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Labor Category	Classification Basic Hourly Rate	Overall Multiplier	Billable
Senior Principal Engineer*	\$98.00	2.99	\$293.02
Principal Engineer	\$89.78	2.99	\$268.45
Senior Engineer/Scientist	\$64.90	2.99	\$194.05
Project Engineer/Scientist II	\$53.04	2.99	\$158.60
Project Engineer/Scientist I	\$42.40	2.99	\$126.79
Staff Engineer/Scientist	\$36.13	2.99	\$108.03
CAD/Designer	\$40.87	2.99	\$122.19
Intern	\$25.87	2.99	\$77.35
Administrative*	\$30.00	2.99	\$89.70

Note: * denotes reduced Classification Basic Hourly Rate

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Chad Drummond, President

Print Name, Title

Signature

March 27, 2024

Date



DRUMMOND CARPENTER, PLLC

Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 31, 2023

Description	Financial Stmt Expense	Unallowable Costs	Reference	Total	% of Direct Labor
Direct Labor	<u>\$ 945,481</u>	<u>\$ -</u>		<u>\$ 945,481</u>	<u>100.00%</u>
INDIRECT COSTS					
Fringe Benefits:					
Total Fringe Benefits	<u>297,477</u>	<u>(1,668)</u>		<u>295,809</u>	<u>31.29%</u>
General Overhead:					
Total General Overhead	<u>1,671,931</u>	<u>(125,027)</u>		<u>1,546,904</u>	<u>163.61%</u>
Total Indirect Costs	<u>\$ 1,969,408</u>	<u>\$ (126,695)</u>		<u>\$ 1,842,713</u>	<u>194.90%</u>
Facilities Capital Cost of Money				<u>\$ 4,894</u>	<u>0.52%</u>
Overall Multiplier					295.42%

16 February 2024

REIMBURSEABLE EXPENSES

Orange County Contract: Continuing Water Quality Professional
Services Orange County Contract Number: Y23-905

Photocopies	Units	Rate per Unit	
B/W Copies - 8.5" x 11"	copy	\$0.05	
B/W Copies - 11" x 17"	copy	\$0.10	
Color Copies - 8.5" x 11"	copy	\$1.00	
Color Copies - 11" x 17"	copy	\$2.00	
Scans	Units	Rate per Unit	
Large Format - 24"x36"	sheet	\$30.00	
Large Format - 36" x 48"	sheet	\$60.00	
Full Size Plots	Units	Rate per Unit	
Color Plots (up to 48" x 48")	sq.ft	\$7.00	
B/W Plots (up to 48" x 48")	sq. ft	\$1.00	
Gator Board (up to 48" x 48")	sq. ft	\$14.00	
Miscellaneous Reproduction	Units	Rate per Unit	
Flash Drive/ USB Drive	each	\$20.00	
Cloud Storage of Project Data	month	\$50.00	
Report Binders up to 1.5"	each	\$20.00	
Report Binders 2" - 3"	each	\$25.00	
Report Binders 3"-4"	each	\$30.00	
Courier and Delivery	Units	Rate per Unit	
Delivery within Orange County	delivery	\$25.00	
Delivery outside of Orange County	delivery	\$50.00	
Field Expenses (Rates Based on Usage Time)	Daily	Weekly	4 Weeks
Water Level Meter	\$40.00	\$75.00	\$190.00
Continuous Water Level Logger (e.g., In-Situ Troll 700)	\$130.00	\$300.00	\$800.00
Multiparameter Water Quality Meter with Flow Cell	\$225.00	\$580.00	\$1,350.00
Turbidity Meter	\$40.00	\$110.00	\$300.00
Consumable Field Sampling Supplies (gloves, tubing, etc)	\$50.00	N/A	N/A
Manual Tools (shovel, simple hand drill, post holer, etc.)	\$50.00	N/A	N/A
Stormwater Autosampler (ISCO 6712)	N/A	N/A	\$600.00
Rain Gage (ISCO)	N/A	N/A	\$325.00
Area Velocity Flow Module (ISCO 750)	N/A	N/A	\$325.00
ISCO Bubbler Flow Module (730)	N/A	N/A	\$325.00
Hydrologic Flow/ Stage Meter (ISCO 2150)	N/A	N/A	\$500.00
Datalogger, Controller (e.g Teledyne Signature)	N/A	N/A	\$300.00
Deployed Equipment Housing (e.g., for Autosampler)	N/A	N/A	\$150.00
GPS Unit (e.g., Geode)	\$350.00	\$800.00	\$1,850.00
Schonstedt Magnetic Pipe & Cable Locator	\$90.00	\$275.00	\$700.00
Mobile Data GIS Tablet (e.g., iPad Pro + accessories)	\$75.00	\$150.00	\$300.00
Peristaltic Pump	\$50.00	\$115.00	\$300.00
Trash Pump, 2"	\$100.00	\$350.00	\$700.00
Generator (battery charging)	\$200.00	\$450.00	\$1,150.00
Solar Panel 100-200W	N/A	N/A	\$80.00
Battery, Marine (w/charger)	\$40.00	\$90.00	\$225.00
Hand Auger	\$30.00	\$70.00	\$175.00

AMS Split Core Sampler, 2" x 6" or 2" x 12"	\$50.00	\$125.00	\$350.00
Drainage Structure Inventory Tools (manhole key, etc.)	\$10.00	\$25.00	\$60.00
Field truck	\$125.00	N/A	N/A
Field Expenses (Rates Based on Usage Time)	Daily	Weekly	4 Weeks
Row Boat with Trolling Motor	\$125.00	\$260.00	\$625.00
Pontoon Boat	\$350.00	N/A	N/A
SCUBA Diving Gear (per person)	\$125.00	N/A	N/A
Lake Seepage Meter	N/A	N/A	\$200.00
Passive Flux Meter (Multi-Sample, Multi-Parameter)	N/A	N/A	\$3,000.00
Pushpoint Pore Water Sampler	\$175.00	\$525.00	\$1,575.00
Multi-gas Monitor (O2/CO/CO2/PID)	\$110.00	\$260.00	\$890.00
Tripod Rescue System (tripod and winch)	\$200.00	N/A	N/A
Confined Space Blower	\$50.00	\$140.00	\$380.00
Full-Body Harness	\$25.00	N/A	N/A
Power Tool Set for Major Equipment Installation	\$100.00	\$175.00	\$275.00
Sontek FlowTracker Handheld ADV	\$275.00	\$715.00	\$1,550.00
Weather Station (e.g., Davis Pro)	\$75.00	\$200.00	\$550.00
Field Expenses (Miscellaneous)	Units	Rate per Unit	
Field Sampling Filter (0.2/0.45 micron)	each	\$50.00	
UAV (Drone) with Mounted Camera	daily	\$650.00	
Mounting Pad (e.g., Hurricane Pad for Deployed Equipment)	each	\$200.00	
Sediment Core Sampler	daily	\$25.00	
Biobase Habitat Plus, w/ Instrument	daily	\$250.00	

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Water - Bacteria

TAT: 7_Days (Business Days)

Matrix	*	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water		Colilert-18	Fecal Coliform	--	1	\$ 36.00	\$ 36.00
Water		9223B	E. Coli	--	1	\$ 36.00	\$ 36.00
Water		Enterolert	Enterococci	--	1	\$ 36.00	\$ 36.00
Total Water - Bacteria							\$ 108.00

Water - General Chemistries

TAT: 7_Days (Business Days)

Matrix	*	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water		SM 5310C	Total Organic Carbon	--	1	\$ 40.00	\$ 40.00
Water		300.0	Bromide, Chloride and Sulfate	Bromide	1	\$ 21.00	\$ 21.00
				Chloride	1	\$ 21.00	\$ 21.00
				Sulfate	1	\$ 21.00	\$ 21.00
Water		SM 2540D	Total Suspended Solids	--	1	\$ 18.00	\$ 18.00
Water		SM 2540C	Total Dissolved Solids	--	1	\$ 18.00	\$ 18.00
Water		SM 2320B	Alkalinity	--	1	\$ 21.00	\$ 21.00
Water		SM 2340B	Hardness as CaCO3	--	1	\$ 36.00	\$ 36.00
Water		200.7 Rev 4.4	Aluminum and Iron	Aluminum	1	\$ 18.00	\$ 18.00
				Iron	1	\$ 18.00	\$ 18.00
Total Water - General Chemistries							\$ 232.00

Water - Additional Chemistries

TAT: 7_Days (Business Days)

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Date: 5/21/2024

Prepared for:
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550 Northlake Blvd
Suite 1000
Altamonte Spr, FL 32701
craig.duxbury@wsp.com

Project: Orange County, Isotopes

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Matrix	*	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water		180.1	Turbidity	--	1	\$ 24.00	\$ 24.00
Water		SM 10200H	Chlorophyll-a	--	1	\$ 75.00	\$ 75.00
Water		2120B-2011	Color	--	1	\$ 21.00	\$ 21.00
Water		365.1	Low Level Phosphorus	--	1	\$ 36.00	\$ 36.00
Water		365.1	Orthophosphate as P	--	1	\$ 24.00	\$ 24.00
Total Water - Additional Chemistries							\$ 180.00

Water - Nitrogen Series

TAT: 7_Days (Business Days)

Matrix	*	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water		351.2	Total Kjeldahl Nitrogen as TKN	--	1	\$ 40.00	\$ 40.00
Water		300.0	Nitrate Nitrogen and Nitrite Nitrogen	Nitrate as N	1	\$ 24.00	\$ 24.00
				Nitrite as N	1	\$ 24.00	\$ 24.00

Water - Nitrogen Series

TAT: 7_Days (Business Days)

Matrix	*	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water		300.0	Nitrate + Nitrite Combined as NOX	--	1	\$ 24.00	\$ 24.00
Water		350.1	Ammonia as N	--	1	\$ 30.00	\$ 30.00
Water		Total Nitrogen	Total Nitrogen Calculation (requires NO2+NO3+TKN)	--	1	\$ 10.00	\$ 10.00
Water		Nitrogen,Org	Total Organic Nitrogen Calculation (Requires TKN-NH3)	--	1	\$ 10.00	\$ 10.00
Total Water - Nitrogen Series							\$ 162.00

Water - "Isotopes"

TAT: 15_Days (Business Days)

(to be analyzed by Isotech Laboratories Inc)

Matrix	*	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water	1	Subcontract	15N/14N (d15N) and 18O/16O (d18O)	--	1	\$ 525.00	\$ 525.00
Total Water - "Isotopes"							\$ 525.00

* See Footnotes in Detail Section

**Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.

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Quote Other Charges

Description	Quantity	Unit Price	Extended Price
Safe and Environmentally Responsible Waste Management (per sample)	1	\$ 5.00	\$ 5.00
Shipping Charges to Isotch Labs - \$45 per sample (Champaign, IL)	0	\$ 25.00	\$ 0.00
Shipping Charges to Isotope Tracer - \$65 each (Waterloo, Ontario)	0	\$ 50.00	\$ 0.00
Unit rate - 0.45 Micron In-Line Filter; if needed	0	\$ 15.00	\$ 0.00
Minimum Total Invoice per analytical receipt (for details see T&Cs)	0	\$ 150.00	\$ 0.00
Total Other Charge			\$5.00

Total Other Charges	\$ 5.00
Total Analysis Charges	\$ 1,207.00
Grand Total for Quote 67004240	\$ 1,212.00

PROJECT DETAILS

Footnotes

The text for any footnote flags shown on the quote pricing page is shown below:

- (1-L) of sample is required - no preservative

- Must be shipped on ice or frozen

- Hold Time - Ideally, the same day; however, if the samples are kept cold after collection (filtering is a plus) the suggested hold time is 4 weeks.

It is recommended that some samples should be field filtered. This is to help minimize the bacterial reactions that could occur and effect the specific constituent of interest such as nitrates and sulfates. When the sample is field filtered using at least a <0.45 micron filter most of the solid particles and much of the bacteria are removed from the sample. The majority of bacteria in the groundwater adhere to particulate matter, so when you remove most of the particles from the water sample then you are removing most of the bacteria as well. Besides that, a lot of bacteria are actually larger than 0.45 microns so you are also removing microbes that are not adhering to the particles too. So, field filtering enhances the quality of the water sample, especially for analyses involving dissolved nitrate, dissolved sulfate, and DIC. Not all bacteria adhere to particulate matter, some may be free floating and thus it is also important to keep the samples cold from the point of taking the sample in the field to shipping the sample to the laboratory. Thus, both field filtering and keeping the samples cold in the field and during shipment are important for sample integrity.

- The nitrate concentration is ran as a screen at the lab. This process is for the analyst and in house use only; thus, these concentrations are not reported. (NO Additional Cost)

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Eurofins Southeast Ts&Cs

Eurofins Environment Testing Southeast Business T&C

Confidentiality -

This quote has been prepared by Eurofins Environment Testing Southeast (EETSC), solely for the use of the customer to whom it is addressed in evaluating Eurofins Environment Testing Southeast's qualifications and capabilities in connection with a particular project. The user of this document agrees by its acceptance to return it to Eurofins Environment Testing Southeast upon request and not to reproduce, copy, lend, or otherwise disclose its contents, directly or indirectly, and not to use it for any purpose other than that for which it was specifically provided. The user also agrees that where consultants or other outside parties are involved in the evaluation process, access to this document shall not be given to said parties unless those parties also specifically agree to these conditions. In the absence of signed acceptance, the submittal of samples will indicate acceptance of this quotation.

Terms and Conditions -

This quotation is based solely upon Eurofins Environment Testing Southeast's standard product (routine QA/QC, detection limits, deliverables, and standard turnaround times) and noted exceptions herein. The discounts incorporated into the pricing are based upon the sample quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to Eurofins Environment Testing Southeast's Terms and Conditions **unless alternative terms have been agreed to in writing**. Submittal of samples will indicate acceptance of this quotation.

Relinquishment of samples constitutes a valid purchase order from the client company to Eurofins Environment Testing Southeast, its affiliates, and subcontractors. It assigns standard terms and conditions of service. Eurofins Environment Testing Southeast standard payment terms are net 30 days upon credit approval if not approved payment upfront will be required. Eurofins Environment Testing Southeast will be liable only for the cost of samples and shall not assume any responsibility for any losses or expenses incurred by the client if such losses are due to circumstances beyond the control of Eurofins Environment Testing Southeast.

SERWM -

A fee, notated as Safe and Environmentally Responsible Waste Management (SERWM), will be applied to all invoices for each sample processed by the laboratory.

PROJECT SETUP

Field Sampling Products -

Eurofins Environment Testing Southeast can provide field sampling products upon request and these products are billable to the client at the time of shipment.

Field sampling products may include, but are not limited to:

- VOA sampling devices, preservation kits, ISM supplies, tubing, and filters
- Industrial Hygiene media, surface sampling wipes, source sampling traps

The cost of the soil sampling devices is not included in the quoted rates for volatile analysis.

Core Samplers

- 5-gram Core N' One and EnCore samplers are available at \$15 each (three required per sample).

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- Disposable Core N' One T-Handles are available at \$15 each.
- Eurofins Environment Testing Southeast does not supply EnCore T-Handles.

Field Preservation

- TerraCore Kits (varied) - quoted based on client required configurations
- Disposable Lock N' Load Handles are available at \$12 each.

If any sampling supplies for soil VOCs are requested, they will be included in the quote under Other Charges.

Shipping and coolers

Coolers not received back by the projected deadline or as agreed with the PM may be charged at \$30 per cooler. Similarly, if the sample containers received as samples are less than 90% of the containers provided, the sample containers not received as samples will be charged at a flat rate of \$1 per container.

Eurofins Environment Testing Southeast does not supply wet ice or blue ice for shipments. If shipping containers are not returned within 60 days, a charge for the containers will be billed at the current market rate. Please contact your PM for the current charges.

Courier Services and Sample Pick-Up -

Courier Services are offered by some Eurofins Environment Testing Southeast facilities. Where offered, the cost of the services will vary based on the distance traveled, the scope of the project being supported, and whether sufficient notice (typically 48 hours) is provided to facilitate efficient scheduling. If no details are described in this quotation and you are interested in learning more about courier options, please contact your Client Relations Manager or Project Manager to inquire about availability and cost.

Minimum Log-In Charges -

Eurofins Environment Testing Southeast's minimum charge is **\$150** for a group of samples received together for analysis. Our minimum invoice value is \$150.

These terms will be enforced unless previously negotiated in a contract.

QC Limit Disclaimer -

The laboratory's reporting limits, detection limits, and control limits are subject to change as these values are updated periodically to reflect analytical sensitivity and capability.

Turnaround Time -

- Quoted Turnaround Time - Data will be delivered at the proposed turnaround time in Business Days from Sample Receipt unless otherwise agreed upon. TAT begins the day the laboratory performing analyses receives the samples (day of lab receipt = day zero).

Samples received after 4:00 PM will be considered received the next business day.

- Expedited Turnaround Time: Expedited turnaround times may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed-upon delivery date/time and number of samples. Samples received after 4:00 PM will be considered received the next business day. Results will be provided via e-mail or TotalAccess by close of business in the lab's time zone unless another time has been agreed to in advance.

Expedited turnaround time surcharges for standard analyses are:
- 4 Business Days TAT = 25%

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- 3 Business Days TAT = 50%
- 2 Business Days TAT = 75%
- 1 Business Day TAT = 100%
- Same Day TAT = 200%

Different surcharges may apply for specialty analyses. These will be provided in your quotation. Weekend TAT can be arranged on a project-specific basis at an additional cost. Please contact your PM to inquire about availability and cost.

PROJECT DELIVERABLES

Eurofins Environment Testing Southeast will provide two analytical report formats, a final report in PDF format and a standard Eurofins Environment Testing Southeast EDD. Both electronic report formats will be delivered via email or web portal. If additional formats or retroactive deliverables are requested, costs of report generation will be billable.

Charges will be based on labor and materials, cost of report generation, and data retrieval. Please contact your PM to inquire about availability and the price of additional deliverables.

- Report Format: Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation includes delivery of a Level I or II report. Level III or IV reports are available at an additional charge.

- Electronic Data Deliverable Format: Eurofins Environment Testing Southeast has many EDD formats available to our clients including the most widely used commercial formats. Eurofins Environment Testing Southeast offers data using a standard EDD. Other EDD formats are available for a minimal cost of \$25 per format (if not included as part of the report options listed in the quotation). The development of EDD formats that are not already available, including modification to existing formats to fit client-specific needs, can be provided for a fee starting at \$100. Additional fees will be estimated by the lab and approved by the client. Additional programming fees are billed at \$75/hour.

PROJECT SPECIFICATIONS

Cancellation Fee -

A fee will be charged for the cancellation of samples/analyses after a project is received in the laboratory. The fee will be based on the status of analysis at the time of cancellation in accordance with the following categories:

- Received - 35%
- Prepped - 50%
- Analyzed - 95%

Changes in Scope and Work Revisions -

Project requirements must be agreed upon prior to sample receipt. Samples will be logged according to the chain of custody received with the samples. Changes after initiation of the project will be subject to additional charges, including labor time required to reset project, communicate changes to laboratory staff, and rework data. Turnaround time will be reset, or rush surcharges will be assessed where applicable. Analyses added with less than 1/2 of the analytical hold time remaining will incur rush turnaround charges. Your project manager will evaluate project-specific charges at the time a change order is received.

Held Samples -

- Held samples not analyzed: Samples submitted on hold will be billed at \$20 per sample, plus any applicable TerraCore/Encore/Specialty kit fees, which will be billed separately, including but not limited to canisters, flow regulators, low-level analysis, etc. If samples are later analyzed, the handling fee will be waived and only the analysis price will be charged. Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued unless alternate archival arrangements are made in advance.

- Extracted/Prepped and Held samples: Samples submitted for prep and hold will be billed at 60% of the analysis fee for each prepped sample (minimum \$30/sample). Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush

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turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued unless alternate archival arrangements are made in advance.

- Extended archival of samples: Extended archival of samples (including held samples) may be available for a fee starting at \$2 per container per month (minimum \$10/sample). This fee will be billed in advance on a quarterly basis for every quarter after the standard sample retention time of 30 days after the report is issued. Fees for larger volumes, non-standard matrices, or cold storage will be negotiated on a case-by-case basis. Please contact your PM to inquire about availability and pricing for samples that are sent to the lab and archived.

These terms will be enforced unless previously negotiated in a contract.

Matrix Spike/Spike Duplication (MS/MSD) Samples -

When MS/MSDs are not specifically requested, Eurofins Environment Testing Southeast will strive to perform the required QC using whatever sample is available but will not report the QC results unless the client requests it. The reporting of client-requested MS/MSD results will be charged at applicable unit rates. If MS/MSDs are specifically required or requested, the client must provide additional sample volume.

Multiple Dilutions Analyzed -

Eurofins Environment Testing Southeast strives to analyze samples without dilution or with the minimum dilution required. Samples are diluted to bring the primary analyte within the calibration range of the instrument, to compensate for matrix co-extractives, or to prevent instrument contamination. Eurofins Environment Testing Southeast will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. If project-specific data quality objectives require additional runs, analyses will be billable unless otherwise noted in this quote. Please contact your PM to inquire about the availability of this service for your project.

Sample Disposal -

Eurofins Environment Testing Southeast will dispose of non-hazardous samples, sample extracts, and digestates 30 days after the final report is issued. Charges for disposal of non-routine or uniquely hazardous samples will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client.

Special Sample Handling Fees -

Unit prices assume that samples are a single-phase matrix and that analyses can be performed in accordance with the laboratory's standard analytical procedures. If additional handling is required, additional fees may apply. Examples of special handling include (but are not limited to):

- Matrices requiring additional dilutions or special clean up steps
- Multiphasic samples requiring separate preparations and/or analyses
- Particle size reduction or special sub-sampling procedures
- Extra disposal costs for unique waste streams
- Foreign Soil Fees

Trip Blanks -

Eurofins Environment Testing Southeast typically provides trip blanks with our sample kits containing volatile analysis. When samples are received at the laboratory with trip blanks, the lab will analyze, report, and charge the unit rate for the analysis. Please add this sample to your chain of custody. If you do not want the trip blank analyzed, please note this on the COC.

ADDITIONAL BUSINESS TERMS AND CONDITIONS

Environmental Management Fee

If this fee is included in the Other Charges section of the pricing page, a fee equal to the listed percentage of the total invoice amount will be applied to all work done under this quotation. The Fee will appear as a separate line item on each invoice. In the absence of any other firm pricing agreements, your sending work to us under this quotation will signify your acceptance of responsibility for payment of the Fee.

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Field Parameters -

pH, Temperature, and Dissolved Oxygen analyses, along with Residual Chlorine screening, are properly performed and treated in the field at the time of sample collection. Laboratory analysis may result in a holding time exceedance qualifier.

Network or Subcontract Labs -

- Networking: Eurofins Environment Testing Southeast reserves the right to perform the services at any laboratory in the Eurofins Environment Testing Southeast network unless the Client has required a particular location for the work.
- Subcontracting: Eurofins Environment Testing Southeast reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in Eurofins Environment Testing Southeast's sole judgment, it is reasonably necessary, appropriate, or advisable to do so. Eurofins Environment Testing Southeast will make every effort to notify the client prior to delivering samples to an out-of-network laboratory. Eurofins Environment Testing Southeast will in no way be liable for any subcontracted services (outside the Eurofins Environment Testing Southeast network) except for work performed at laboratories that have been audited and approved by Eurofins Environment Testing Southeast.

Price Surcharge Due to Sample Volume -

Unless dictated by contract, this quotation is based on the scope of work defined in the quote request.

Professional and Administrative Services -

A variety of professional and administrative services are available. Prices for services not specifically detailed in this quotation will be billed in accordance with Eurofins Environment Testing Southeast's Professional Rate Schedule.

Taxes -

Where reports are issued in or delivered to a state which assesses sales tax on Eurofins Environment Testing Southeast's services, applicable sales taxes will be added to the invoice as required by law, unless an appropriate sales tax exemption form is on file with Eurofins Environment Testing Southeast.

rev. 1/3/2022

FEE QUOTATION PROPOSAL

Re: ORANGE COUNTY CONTRACT # Y23-905B - CONTINUING WATER QUALITY PROFESSIONAL SERVICES

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Orange County. These rates will be used throughout the duration of the Contract:

Base Rate	100%
Overhead & Fringe Benefits	120%
Subtotal	220%
Profit (10%)	0.22

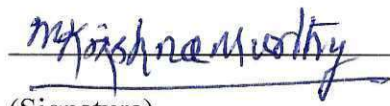
OVERALL MULTIPLIER **2.42**

Individual classification for personnel hourly rates are as follows:

Classification	Basic Hourly Rate	Overall Multiplier	Billable Hourly Rate
Dr. M. Krishnamurthy President	\$70.00	2.42	\$169.40

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

M. Krishnamurthy, President
(Printed name and title)


(Signature)

January 17, 2024
(Date)



Cost Proposal

Client: WSP USA Environment & Infrastructure, Inc
Contact: Craig Duxbury

Quote ID: Q2024510.0001
Date Quoted: 05/10/2024

Following is a table detailing the per sample cost based on the objectives for this study.

Sampling Event:

Qty.	Analysis	Per Sample Cost (USD)	Extended
1	Water		
	CENSUS-DNA (Human Associated Bacteroidetes--HF183)	\$330	
	CENSUS-DNA (Dog Bacteroidetes--DBACT)	\$90	
	CENSUS-DNA (Gull (Catellicoccus sp.)--GULL-CAT)	\$90	
	CENSUS-DNA (Ruminant associated Bacteroidetes--Rum2Bac)	\$90	
	CENSUS-DNA (Ruminant associated Bacteroidetes--BacR)	\$0	
	Sub-Total	\$600.00	\$600.00
	Total of Items		\$600.00
	Total Event Cost (USD):		\$600.00

*For all CENSUS (qPCR) analysis the 1st target is at the higher price than each additional target thereafter.

Notes:

Sample Cancellation Policy

We understand that on rare occasions our clients may want to cancel an order or analysis of individual samples. However, because samples are processed promptly upon receipt, the following cancellation surcharges apply. If cancellation is within 24 hours of sample receipt there will be no charge. If cancellation is between 24 hours up to 3 working days, there will be a 50% surcharge to cover our processing to that point. After 3 working days the full charge will apply. There is a \$25/sample processing fee if samples are submitted on hold and are later canceled.

Sampling Supplies

We will gladly provide upon request at no additional charge the *Bio-Flo filters* (Laboratory Preferred for groundwater if using a pump), poly bottles or Whirl-Pak bags for soil along with instructions, COC forms (w/duplicate copies) and sampling labels for your convenience and quality assurance.

Any sample collection supplies will be shipped FedEx ground unless expedited shipping is requested.

MI does not cover any international shipping charges. For expedited (2nd day or Overnight) or international shipping, we require client's FedEx account number prior to shipping.

It is the client's responsibility to ship samples back to laboratory. MI does not cover any return shipping costs.

Filtration and Waste Fee

Our lab prefers that water samples be collected using our Bio-Flo filters, which are provided free of charge and can be connected to a low-flow or bladder pump at your site. These filters easily collect and preserve microbial samples as well as decrease the overall shipping costs. We can also process samples collected in 1L polycarbonate bottles, but please note that submitting samples in 1L bottles will incur a \$50 per sample filtration and waste fee.

Report format and EDD

This quote is for the standard MI report and standard MI EDD (when applicable). Any deviation from the standard report will result in a surcharge.

Requests for a MI Level III data package will entail an additional 15% surcharge. Allow an additional 1 - 2 weeks after the Standard Report is completed for the Level III data package to be sent.

Requests for a MI Level IV data package will entail an additional 25% surcharge. Allow an additional 1 - 2 weeks after the Standard Report is completed for the Level IV data package to be sent.

EDD formats different from the standard MI EDD will entail a 5% surcharge. Please inquire to find out the availability of the EDD being requested.

If you need an example of these formats, please contact an MI representative.

Payment Terms

Standard Payment terms are Net 30.

If paying via Wire Transfer, please check with your financial institution to determine the fee they will charge you to perform the wire transfer. Please add this fee amount to the balance you owe Microbial Insights, Inc. when initiating payment via wire funds transfer so that your payment to us is not reduced by your bank's outgoing wire fee.



Southern Research Laboratories, Inc.
Southern Research Laboratories, Inc

2024 Laboratory Rates		
Client: WSP Orange County Y24-906 Continuing Water Quality		
Laboratory Analysis		
All quotes are based on 7-10 business day turn-around		
Test Parameters	Aqueous	Non-Aqueous
Antimony	\$15.00	\$18.00
Arsenic	\$15.00	\$18.00
Barium	\$15.00	\$18.00
Beryllium	\$15.00	\$18.00
Cadmium	\$15.00	\$18.00
Chromium	\$15.00	\$18.00
Chromium, Hexavalent (24hr Hold time)	\$40.00	NA
Copper	\$15.00	\$18.00
Lead	\$15.00	\$18.00
Mercury	\$35.00	\$45.00
Mercury Low Level Mercury (Hg), Water (1631)	\$125.00	NA
Nickel	\$15.00	\$18.00
Selenium	\$15.00	\$18.00
Silver	\$15.00	\$18.00
Thallium	\$15.00	\$18.00
Zinc	\$15.00	\$18.00
RCRA 8 Metals (As,Ba,Cd,Cr,Pb,Hg,Se,Ag)	\$135.00	\$170.00
Micron Filters (1.0 Micron Groundwater Filter (each)	\$25.00	NA
Volatile Organic Aromatics (VOAs) by GCMS	\$55.00	\$60.00
Volatile Organic Halocarbons (VOHs) by GCMS	\$70.00	\$75.00
VOAs/VOHs by GCMS	\$90.00	\$95.00
Volatile Organic Compounds (VOCs) by GCMS	\$125.00	\$130.00
1,4- Dioxane (Heated purge by 8260 SIM)	\$135.00	NA
Semi-Volatile Organic Compounds (SVOCs) by GCMS	\$325.00	\$330.00
Polynuclear Aromatic Hydrocarbons (PAH-SIM) by GCMS	\$110.00	\$120.00
Total Petroleum Hydrocarbons (TPH)	\$85.00	\$90.00
EDB (1,2-Dibromoethane) (8260SIIM)	\$60.00	\$65.00
Oil and Grease (1664)	\$125.00	NA
Organochlorine Pesticides (8081)	\$135.00	\$140.00
PCBs (8082)	\$90.00	\$95.00

279 Douglas Ave., Suite 1110
Altamonte Springs, Florida 32714
(407) 522-7100

Organophosphorus Pesticides (8141)	\$170.00	\$175.00
Chlorophenoxy Herbicides (8151)	\$195.00	\$200.00
Test Parameters	Aqueous	Non-Aqueous
Alkalinity	\$26.50	NA
Ammonia, Nitrogen	\$30.00	NA
BOD5 (Short hold Time)	\$50.00	NA
Chlorophyll-A	\$110.00	NA
Chloride	\$25.00	NA
COD	\$35.00	NA
Coliform, Fecal (Short hold Time)	\$50.00	NA
Coliform, Total (Short hold Time)	\$50.00	NA
Color (Short hold Time)	\$25.00	NA
Hardness, Total	\$42.00	NA
Moisture Content	NA	\$15.00
Nitrate (NO3) (Short hold Time)	\$26.50	NA
Nitrite (NO2) (Short hold Time)	\$26.50	NA
Nitrate/Nitrite (NOX)	\$50.00	NA
Nitrogen, Total	\$65.00	\$70.00
Nitrogen, Organic Dissolved	\$65.00	NA
Organic Content	NA	• \$40.00
pH (Short hold Time)	\$15.00	\$20.00
Phosphorus, Ortho (OP) (Short hold Time)	\$30.00	\$35.00
Phosphorus, Total (TP)	\$30.00	\$35.00
Phosphorus, Total (TP) LOW LEVEL	\$37.00	\$40.00
Total Kjeldahl Nitrogen (TKN)	\$35.00	\$40.00
Total Solids (TS)	NA	\$25.00
Total Dissolved Solids (TDS)	\$25.00	NA
Total Suspended Solids/Non-Filterable Residue (TSS)	\$25.00	NA
Turbidity (Short hold Time)	\$25.00	NA
Sediment Bulk Density	NA	\$75.00
Sediment Density	NA	\$75.00
Sulfate,	\$35.00	\$40.00
Volatile Solids	NA	\$30.00
TCLP Extraction (1311)	NA	\$75.00
SPLP Extraction (1312)	NA	\$75.00
SPLP 25g Encore (ZHE SPLP Encore Sampler)	NA	\$25.00

AIR, Miscellaneous charges

Volatile Organic Aromatics in Air by GCMS w/TLPH (EPA-18) Collected in Tedlar bag (3 day holding time) Preferred No Friday samples	\$112.00	NA
Extra Tedlar Bags	\$15.00	NA
Environmental Impact Fee (Per work order)	\$15.00	\$15.00
Sample Disposal Fees (Per sample)	\$3.00	\$3.00
Analyte free DI Water per Liter	\$7.00	NA

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Altamonte Springs, Florida 32714
(407) 522-7100

Holds OR Cancellations are subject to a \$7.00 fee per sample hold samples ~ not analyzed samples (\$7 per hold) are charged a slight fee to cover time to prepare, to login, costs for labels, etc.	\$7.00	\$7.00
Courier service (Local, per hour)	\$35.00	\$35.00
Sample preparation (Homogenized) Misc. Matrices	NA	\$25.00

- **Assuming Organic Content is equivalent to TOC.**

If applicable, Scheduled Rushes are as follows 1 day 200%, 2 day 100% ,3 day 75% ,4 day 50%

Short Hold times (24-48 hold times) should be delivered to the laboratory Monday-Thursday.

Sampling kits are provided, we will deliver locally or ship UPS or Federal Express ground.

279 Douglas Ave., Suite 1110
Altamonte Springs, Florida 32714
(407) 522-7100



Analytical Service Quotation

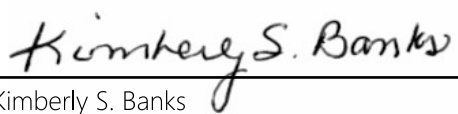
Contact: Craig Duxbury
Client Name: WSP USA E&I Inc. - Altamonte Springs FL
Address: 550 Northlake Blvd.
Altamonte Springs, FL 32701
Phone: (407) 253-5438
Project: Orange County (FL) 5 year Contract

Printed: 1/18/2024
Effective: 1/18/2024

Description	Qty	TAT*	Unit Price	Extended Price
Matrix: Water				
PPCPs - Caffeine by Isotope Dilution LCMSMS EPA 1694M	1	25	\$325.00	\$325.00
PPCPs - Sucralose by Isotope Dilution LCMSMS EPA 1694M	1	25	\$325.00	\$325.00
Additional Items (if requested or applicable, will be charged at listed rates)				
Return Shipping - Client Responsibility	1		\$0.00	\$0.00
Bid Total:				\$650.00

Comments

Analyte	MRL	Units
Sucralose	20	ng/l
Caffeine	4.0	ng/l


Kimberly S. Banks

Director of Business Development

* Subject to Capacity

Payment terms are NET 30 days from invoice date. New accounts require payment prior to the release of test results until a credit application has been approved. Weck Laboratories accepts credit card payments (VISA/Master Card, American Express). Credit application/credit card approval form and Weck Laboratories' terms & conditions can be found at www.wecklabs.com under Resources. Paperless reports (PDF) are included while mailed paper reports are available at additional cost.

Method Reporting Limits (MRL) and Method Detection Limits (MDL) are based upon specified sample volume or weight. When matrix interferences are apparent, sample amounts may be reduced during the preparation step and/or may be diluted prior to analysis. This is done to reduce analytical interference and instrumental contamination and will result in elevated MRL/MDL on the test report.

Afterhours fees apply to analytical processing that includes but is not limited to test set-up, extractions, digestions, transfers, analyses or readings. Special Courier Services afterhours, weekends, holidays, rush or large item transport are available on a per project quote basis. Field Services (courier or sampling) that are not cancelled 48 hours in advance are subject to charges covering travel and restocking expenses. Changes in analytical project requirements after work is underway in the lab or has been reported that necessitates re-analysis or re-processing of deliverables may incur additional fees.



Sampling Guide

Analysis	Method	Container	Preservation	Hold (days)	Amount Needed
PPCPs - Isotope Dilution LCMSMS					
Matrix: Water					
PPCPs - List A by Isotope Dilution LCMSMS	EPA 1694M	40-mL VOA Amb- NaN ₃ (8mg), AA (4mg)	<6°C, Sodium azide, Ascorbic Acid	21	40 mL
PPCPs - List C by Isotope Dilution LCMSMS	EPA 1694M	40-mL VOA Amb- NaN ₃ (8mg), AA (4mg)	<6°C, Sodium azide, Ascorbic Acid	21	40 mL

EXHIBIT C

TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT “C”

ORANGE COUNTY TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First class rates will only be approved if the County required an expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be \$0.56 cents per mile. Local mileage not allowed.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The **CONSULTANT** shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be \$80.00 per diem or the actual expenses for lodging at a single room rate at a “non-resort” type hotel located in the vicinity of the **COUNTY’S** administrative offices.
5. Meals shall be reimbursed as follows:

A.	Breakfast	\$ 6.00
B.	Lunch	\$11.00
C.	Dinner	\$19.00

Reimbursement for meals shall not apply to local employees of the **CONSULTANT**.

6. Other necessary identifiable travel expenses such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document, such as a receipt or invoice, with the employee’s name, project name, and brief explanation. These should be reconciled to the monthly invoice.

NOTE: THE COST OR EXPENSE FOR MEALS, VEHICLE MILEAGE, TOLLS, PARKING OR TAXIS, IF INCURRED WITHIN ORANGE COUNTY, SHALL NOT BE ELIGIBLE FOR REIMBURSEMENT.

REV:1/22

EXHIBIT “B”
SCOPE OF WORK/CONSULTANT’S PROPOSALS



550 Northlake Boulevard
Suite 1000
Altamonte Springs, FL 32701
wsp.com

September 19, 2024

Hsesh Burch, MS, EI, CFM
Staff Engineer
City of Ocoee
Public Works Department
301 Maguire Road
Ocoee, FL 34761

Via email: HBurch@ocoe.org

RE: City of Ocoee NPDES Monitoring Yr 1
WSP Project No. US-EI-600449.22

Dear Mr. Burch,

WSP Environment & Infrastructure USA, Inc. (WSP) is pleased to provide the following proposal for City of Ocoee NPDES Monitoring Yr 1.

INTRODUCTION

The City of Ocoee is required to monitor major stormwater outfalls within its jurisdiction to maintain compliance with its National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit. The City requested WSP to assist with the required monitoring. As part of the City's 2024-2025 NPDES monitoring program, WSP will continue monthly flow measurements and water quality sampling collection at stations OMO-001, OMO-002, OMO-003LOTT, and OMO-003MF as shown in Figure 1. WSP will continue to collect stormwater event samples from the station OMO-002 as the regional stormwater park has been completed.

TASK 1 - ATTEND PROJECT KICK-OFF MEETING

WSP representatives will attend a project kick-off meeting with representatives of the City to discuss the overall project objectives, scope of services, and project schedule. Additional monitoring locations will be discussed and identified during this meeting and a determination will be made regarding the location of the autosampler.

TASK 2 - NPDES MONITORING

- a. Surface Flow and Water Quality - WSP will collect surface water grab samples every month for up to twelve months, from up to four selected locations. Water samples will be delivered to SRL for the following analyses:

(1)	Total Kjeldahl Nitrogen (TKN)	(7)	Chl-a
(2)	Total Ammonia Nitrogen (TAN)	(8)	TSS
(3)	NO _x (nitrite + nitrate)	(9)	Alkalinity
(4)	Total Nitrogen (TKN+TAN)	(10)	Turbidity
(5)	Orthophosphate	(11)	Color
(6)	Total Phosphorus	(12)	<i>E. coli</i>

A total of 48 surface water sample sets will be collected (4 locations x 12 monthly collection events). Flow will be measured at each collection location during each sample event. Using a multimeter, water quality parameters will also be collected during at each location and will include pH, specific conductance, temperature, and dissolved oxygen (% saturation and concentration).

- b. Stormwater Quality – WSP will use an autosampler to collect and characterize flow-weighted stormwater samples at the specified location. The stormwater autosampler will be programmed to collect flow-weighted samples following rain events not less than 0.25 inches for a total of eight rain events (four in wet season and four in dry season, if possible).

A total of eight samples will be analyzed for the same parameters as surface water quality above. Samples will be transported to and analyzed by SRL.

TASK 3 - REPORTING

It is anticipated that a final report will be compiled for the NPDES outfall monitoring occurring between July 2023 and June 2024. The exact format of these reports will depend on discussions with FDEP and the City. Data collected between July 2024 and January 2025 will be included with the subsequent NPDES report. The report will include a summary of the data and an analysis of the findings.

SCHEDULE, DELIVERABLE, & BUDGET

WSP can commence work on the above scope of services immediately upon receipt of the signed attached “Acceptance Agreement” followed up by an approved purchase order.

The deliverable will include various documents as described above as well as periodic data and summary data reports following the completion of the 12-month data collection period.

The total budget for this project is estimated not to exceed **\$86,718.42**. The project will be invoiced monthly on a time and materials basis. WSP will not exceed the proposed total budget without advance approval from the City.

We look forward to continuing to work with the City of Ocoee. We pledge to provide our services in the exemplary fashion that the City has come to expect from WSP. This proposal is valid for a period of 60 days.



If you have any questions or require any additional information, please do not hesitate to contact us.

CLOSING

The attached budget summary includes WSP's current hourly rates provided to Orange County under Contract Y23-905-C.

We look forward to continuing our work with the County on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,

WSP USA Environment & Infrastructure Inc.

A handwritten signature in blue ink, appearing to read 'Lance M. Lumbard'.

Lance Lumbard, MS, MBA, CLP
Assistant Vice President /
Water Quality Management Lead

A handwritten signature in blue ink, appearing to read 'Christine Mehle'.

Christine Mehle, PE, CFM, ENV SP
Vice President, Florida Water Lead

LL/CM/spp

Attachments:

- ▶ A - Figure 1 – NPDES Locations
- ▶ B - Budget
- ▶ C - Southern Research Laboratories Quote

ATTACHMENTS

ATTACHMENT A

Figure 1 – NPDES Locations



Notes:

- 1- Project No.,600449X20
- 2- Data Source - ESRI StreetMap
SJRWMD, WSP
- 3- This map is intended to be
used for planning purposes
only. It is not a survey.

Date: 12/2/2022
Revised:RMS
Checked By:LL

Legend



 Sampling Locations

0 2,200 4,400 6,600
Feet



Figure 1
Ocoee NPDES
Sampling Locations
Orange County, Florida

ATTACHMENT B

Budget

Task Number and Name	Task 1 - Kickoff	Task 2 – NDPDES Monitoring	Task 3 –Reporting
Labor Cost:			
Title Hourly Rate	# hours Total	# hours Total	# hours Total
Principal \$299.46		3 \$898.38	
Senior Project Manager \$235.25	2 \$470.50	4 \$941.00	4 \$941.00
Project Manager \$175.62	2 \$351.24	12 \$2,107.44	16 \$2,809.92
Senior Environmental Scientist \$164.53	\$0.00	6 \$987.18	24 \$3,948.72
Environmental Scientist \$120.89	\$0.00	96 \$11,605.44	40 \$4,835.60
Junior Enviornmental Scientist \$88.85	\$0.00	96 \$8,529.60	40 \$3,554.00
Project Coordinator \$82.71	2 \$165.42	18 \$1,488.78	8 \$661.68
Project Accountant \$96.09	2 \$192.18	18 \$1,729.62	8 \$768.72
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Labor. Task Total	8 \$1,179.34	253 \$28,287.44	140 \$17,519.64
In House Usage:			
Item Description Unit Price (Raw)	Qty Total	Qty Total	Qty Total
Autosampler \$1,200.00		12 \$14,400.00	
Flowmeter \$132.00		12 \$1,584.00	
YSI \$156.00		12 \$1,872.00	
Cartridge Filters (0.45 um) \$40.00		56 \$2,240.00	
Peristaltic Pump \$60.00		16 \$960.00	
In-House. Task	\$0.00	\$21,056.00	\$0.00
Subcontractor Cost (a):			
Subcontractor Name	Total	Total	Total
SRL		\$18,676.00	
Subcontractors	\$0.00	\$18,676.00	\$0.00
Total Task Cost	\$1,179.34	\$68,019.44	\$17,519.64

ATTACHMENT C

Southern Research Laboratories Quote

ESTIMATE

SOUTHERN RESEARCH LABS, INC.279 Douglas Ave., Suite 1110Altamonte Springs, FL 32714

sherri.payne@srlab.com+1 (407) 522-7100

WSP USA E&I:City of Ocoee NPDES Monitoring Y4

Bill to
Mr. Lance Lumbard
WSP USA E&I
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701

Ship to
Mr. Lance Lumbard
WSP USA E&I
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701

Estimate details
Estimate no.: 1465
Estimate date: 05/07/2024
Expiration date: 11/17/2024

Contact: Lance Lumbard/Robert Sheridan
Project Name: City of Ocoee NPDES Mon
Y4

#	Product or service	Description	Qty	Rate	Amount
1.	TKN, Water	Total Kjeldahl Nitrogen, Water (351.2)	56	\$35.00	\$1,960.00
2.	NO3/NO2 (NOX)	SM 4500NO3 H-201 (N02/N03) NOX	56	\$50.00	\$2,800.00
3.	Ammonia, Water	Nitrogen, Ammonia (350.1)	56	\$30.00	\$1,680.00
4.	Nitrogen, Total	Nitrogen, Total (calculation only)	56	\$0.00	\$0.00
5.	Phosphorus LL, Total, Water	Phosphorus, Total (365.4) Low-Level (low level TP is run as a non-aqueous)	56	\$37.00	\$2,072.00
6.	Ortho Phosphate, Water 365.1	Ortho Phosphate (365.1)	56	\$30.00	\$1,680.00
7.	TSS	Total Suspended Solids/Non-Filterable Residue (SM2540D)	56	\$25.00	\$1,400.00
8.	Alkalinity	Alkalinity, Total (CaCO3) (310.2)	56	\$26.50	\$1,484.00
9.	Color	Color (SM2120B) Apparent Color	56	\$25.00	\$1,400.00
10.	Turbidity	Turbidity 180.1	56	\$25.00	\$1,400.00
11.	Coliform, Fecal / E. Coli	Coliform, Fecal / E. Coli (Escherichia coli (SM9223B)	56	\$50.00	\$2,800.00
12.	Environmental Impact Fee	Environmental Impact Fee (Per work order)	1	\$15.00	\$15.00

13.	Disposal Fees	Sample Disposal Fees (Per sample)	56	\$3.00	\$168.00
14.	HOLDS	Holds OR Cancellations are subject to a \$7.00 fee per sample hold samples ~ not analyzed samples (\$7 per hold) are charged a slight fee to cover time to prepare, to make deliveries, to login, costs for labels, costs for disposal and materials adds up..etc	1	\$0.00	\$0.00

Total	\$18,859.00
--------------	--------------------

Expiry date	11/17/2024
-------------	------------



550 Northlake Boulevard
Suite 1000
Altamonte Springs, FL 32701

wsp.com

September 19, 2024

Hseth Burch, MS, EI, CFM
City Engineer
City of Ocoee
Public Works Department
301 Maguire Road
Ocoee, FL 34761

Via Email: hburch@ocoe.org

RE: City of Ocoee Lake Prima Vista Monitoring Yr 1
WSP Project No.: US-EI-600449.23

Dear Mr. Burch,

WSP USA Environment & Infrastructure Inc. (WSP) is pleased to provide the following proposal for Lake Prima Vista Monitoring Year One.

INTRODUCTION

The City of Ocoee (City) has requested WSP to assist in additional monitoring as required by the 4e Nutrient Reduction Plan (NRP) for Lake Prima Vista. The NRP was developed as an alternative to a Total Maximum Daily Load (TMDL) for the lake by the Florida Department of Environmental Protection (FDEP). This proposal covers the fifth year of data collection and reporting.

TASK 1 - ATTEND PROJECT KICK-OFF MEETING

WSP representatives will attend a project start-up meeting with representatives of the City to discuss overall project objectives, scope of services, and project schedule.

TASK 2 - LAKE PRIMA VISTA MONITORING

WSP will collect water samples once per month for up to twelve months, from one location in Lake Prima Vista and one location in Starke Lake. Samples will be collected from 0.5 m in depth, in the same location as in Years 1 through 4 (the deepest area of the lake) and the same location as the surface water sample from the Starke Lake Assessment completed by WSP. Water samples will be delivered to Southern Research Laboratories (SRL) for following analyses:

- | | |
|---|---------------------|
| (1) Total Kjeldahl Nitrogen (TKN) | (7) Chl-a |
| (2) Total Ammonia Nitrogen (TAN) | (8) TSS |
| (3) NO _x (nitrite + nitrate) | (9) Alkalinity |
| (4) Total Nitrogen (TKN+TAN) | (10) Turbidity |
| (5) Orthophosphate | (11) Color |
| (6) Total Phosphorus | (12) <i>E. coli</i> |

A total of 24 surface water sample sets will be collected (2 locations x 12 monthly collection events). Secchi depth measurements will also be collected at the same time of water quality sampling. A multimeter will be used to conduct depth profile measurements pH, specific conductance, temperature, and dissolved oxygen (% saturation and concentration) every one-half meter.

TASK 3 - REPORTING

WSP will prepare a summary technical memo to include a review of the period of record data collected from Lake Prima Vista as well as Starke Lake and a discussion relative to the Year 5 data for Lake Prima Vista and the year of monitoring for Starke Lake. WSP will include all field reports and laboratory reports as part of the technical memo.

SCHEDULE, DELIVERABLE, & BUDGET

WSP can commence work on the above scope of services immediately upon receipt of the attached "Acceptance Agreement" followed up by an approved purchase order.

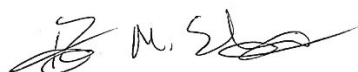
The deliverable will include various documents as described above as well as periodic data and summary data reports following completion of the 12-month data collection period.

The total **Time and Materials** budget for this project is for an amount not to exceed **\$70,183.92**. The project will be invoiced monthly basis. WSP will not exceed the proposed total budget without advance approval from the City.

We look forward to continuing to work with the City of Ocoee. We pledge to provide our services in the exemplary fashion that the City has come to expect from WSP. This proposal is valid for a period of 60 days. If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

WSP USA Environment & Infrastructure Inc.



Robert M. Sheridan, HT
Consultant Environmental Scientist
Flux Laboratory Manager

RMS/spp

Attachments

- ▶ A - Budget Sheet
- ▶ B - Southern Research Laboratories Quote

ATTACHMENTS

ATTACHMENT A

Budget Sheet

Project Name: City of Ocoee Lake Prima Vista Monitoring
 6/11/2024
 Contract Y23-905-MB
 Firm Name: WSP Project # 600449.23

Task Number and Name		Task 1 - Kickoff		Task 2 -- Lake Prima Vista Monitoring		Task 3 --Reporting	
<u>Labor Cost:</u>							
Title	Hourly Rate	# hours	Total	# hours	Total	# hours	Total
Senior Project Manager	\$235.25	2	\$470.50	4	\$941.00	8	\$1,88
Project Manager	\$175.62	2	\$351.24	12	\$2,107.44	24	\$4,21
Senior Environmental Scientist	\$164.53		\$0.00	8	\$1,316.24	24	\$3,94
Environmental Scientist	\$120.89		\$0.00	96	\$11,605.44	60	\$7,25
Junior Enviornmental Scientist	\$88.85		\$0.00	96	\$8,529.60	48	\$4,26
Project Coordinator	\$82.71	4	\$330.84	18	\$1,488.78	12	\$99
Project Accountant	\$96.09	2	\$192.18	18	\$1,729.62	8	\$76
Labor. Task Total		10	\$1,344.76	252	\$27,718.12	184	\$23,32
<u>In House Usage:</u>							
Item Description	Unit Price	Qty	Total	Qty	Total	Qty	Total
YSI	\$156.00			12	\$1,872.00		
Cartridge Filters (0.45 um)	\$40.00			24	\$960.00		
Jon boat 16" motor and trailer	\$300.00			12	\$3,600.00		
Peristaltic Pump	\$60.00			12	\$720.00		
In-House. Task			\$0.00		\$7,152.00		\$
<u>Subcontractor Cost (a):</u>							
Subcontractor Name		Total		Total		Total	
SRL					\$10,644.00		
Subcontractors			\$0.00		\$10,644.00		\$
Total Task Cost		\$1,344.76		\$45,514.12		\$23,325	

ATTACHMENT B

Southern Research Laboratories Quote

ESTIMATE

SOUTHERN RESEARCH LABS, INC.
279 Douglas Ave., Suite 1110
Altamonte Springs, FL 32714

sherri.payne@srlab.com
+1 (407) 522-7100

WSP USA E&I

Bill to
Mr. Lance Lumbard
WSP USA E&I
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701

Ship to
Mr. Lance Lumbard
WSP USA E&I
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701

Estimate details
Estimate no.: 1339-1
Estimate date: 05/07/2024

Contact: Lance Lumbard/Robert Sheridan
Project Name: City of Ocoee-Prima Vista

#	Product or service	Description	Qty	Rate	Amount
1.	TKN, Water	Total Kjeldahl Nitrogen, Water (351.2)	24	\$35.00	\$840.00
2.	NO3/NO2 (NOX)	SM 4500NO3 H-201	24	\$50.00	\$1,200.00
3.	Ammonia, Water	Nitrogen, Ammonia (350.1)	24	\$30.00	\$720.00
4.	Nitrogen, Total	Nitrogen, Total (Calculation Only)	24	\$0.00	\$0.00
5.	Phosphorus LL, Total, Water	Phosphorus, Total (365.4) Low-Level	24	\$37.00	\$888.00
6.	Ortho Phosphate, Water 365.1	Ortho Phosphate (365.1)	24	\$30.00	\$720.00
7.	TSS	Total Suspended Solids/Non-Filterable Residue (SM2540D)	24	\$25.00	\$600.00
8.	Alkalinity	Alkalinity, Total (CaCO3) (310.2)	24	\$26.50	\$636.00
9.	Color	Color (SM2120B) Apparent Color	24	\$25.00	\$600.00
10.	Turbidity	Turbidity 180.1	24	\$25.00	\$600.00
11.	Coliform, Fecal / E. Coli	Coliform, Fecal / E. Coli (Escherichia coli (SM9223B)	24	\$50.00	\$1,200.00
12.	Chlorophyll A	Chlorophyll A (SM 10200H)	24	\$110.00	\$2,640.00

Total

\$10,644.00



WSP Environment & Infrastructure Solutions, Inc.
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701
T: 407-253-5438
www.WSP.com

August 6, 2024

Hseth Burch, MS, EI, CFM
Staff Engineer
City of Ocoee Public Works Department
301 Maguire Road
Ocoee, FL 34761

Via Email: hburch@ocoe.org

Re: Starke Lake / Lake Prima Vista EutroSORB® G Treatment and Lake Plantings
WSP Project No. 600449.24

Dear Mr. Burch:

WSP Environment & Infrastructure, Inc (WSP) is pleased to provide the following proposal for the Starke Lake / Lake Prima Vista EutroSORB® G Treatment and Lake Plantings Project:

INTRODUCTION

The City has requested WSP provide a proposal for a lake-wide EutroSORB® G application and aquatic vegetation planting project aimed at inactivating sediment phosphorus, reducing algal growth, and improving water clarity within Starke Lake and Lake Prima Vista. This project was the top-ranked alternative proposed in the Starke Lake Assessment. This project is in support of the current Nutrient Reduction Plan (NRP) which the City of Ocoee (City) has developed to address the current nutrient impairments in Starke Lake and Lake Prima Vista. The Starke Lake / Lake Prima Vista NRP has been accepted by the Florida Department of Environmental Protection (FDEP) as an alternative to a State-imposed Total Maximum Daily Load.

Unlike the Lake Prima Vista treatment project, this application project will not involve a preliminary application of aluminum sulfate (alum) to treat the water column so there will not be an immediate increase in water clarity. This will eliminate the potential for fish kills which are a common side effect of alum applications. EutroSORB® G works to reduce release of phosphorus from sediments which results in a gradual improvement in water clarity and reduction in algal growth. Over time,

this will support and stimulate growth of submerged aquatic vegetation which should further improve water quality conditions and provide fish habitat. The City has requested inclusion of beneficial native vegetation plantings to accelerate this process. This proposal includes the first of a three-year treatment program for both Starke Lake and Lake Prima Vista.

EutroSORB®G will provide sediment phosphorus inactivation without decreasing pH or alkalinity (buffering capacity) and does not pose a risk for fish kills often associated with use of alum. EutroPhix is the exclusive distributor of EutroSORB®G in the United States and has a long working relationship with WSP as a sub-contractor for similar lake assessments in Lake Prima Vista, Lake Carlton, and Lake Jesup. EutroPhix is a division of SePRO which performed the Lake Prima Vista treatment application using Phoslock® which resulted in a significant decrease in total phosphorus concentration within Lake Prima Vista. EutroSORB®G is similar to Phoslock® but is more concentrated and requires half as much effort to apply since it requires half the amount of dry product.

EutroSORB®G is a dry bentonite clay granule powder containing lanthanum (10% of product mass) to selectively bind free phosphate ions. EutroSORB®G is not a flocculent so its application has no direct impact on algae or other suspended particles that are abundant in Starke Lake and Lake Prima Vista. This property makes it very selective for preventing the release (flux) of orthophosphate from the sediment which feeds algae. Unlike alum, the selective nature of EutroSORB®G also leaves beneficial zooplankton in the water column where it continues to provide an important role in lake ecology. EutroSORB®G powder is prepared into a slurry by mixing dry product with water in a container and applying the slurry over the water surface. EutroSORB®G will cause an initial cloudy appearance to the water which will settle over time (generally less than 24 hours).

TASK 1 - ATTEND PROJECT KICK-OFF MEETING

WSP, EutroPhix, and Sea & Shoreline (responsible for plantings) will attend a project kickoff meeting with representatives of the City to review the scope of services, the project implementation plan, and the project schedule.

TASK 2 – EUTROSORB®G APPLICATION AND MONITORING

WSP will sub-contract with EutroPhix for the whole-lake EutroSORB®G application required for this project (both Starke Lake and Lake Prima Vista). EutroPhix three-year treatment quote is provided in **Attachment 1**. Please note this proposal is only for the first treatment. Additional treatments will require City approvals. Upon authorization from the City project manager, WSP will instruct EutroPhix to mobilize the application operation. One week prior to the EutroSORB®G application, WSP will collect water quality field parameters to include Secchi depth, pH, dissolved oxygen, temperature, specific conductance, and oxidation/reduction potential and surface water samples from Starke Lake and Lake Prima Vista. Water quality samples will be delivered to Southern Research Laboratories for analysis of the following parameters:

- | | |
|-----------------------------------|----------------------------------|
| (1) Total Kjeldahl Nitrogen (TKN) | (2) Total Ammonia Nitrogen (TAN) |
| (3) NOx (nitrite + nitrate) | (4) Total Nitrogen (TKN+TAN) |
| (5) Orthophosphate | (6) Total Phosphorus |
| (7) Chl-a | (8) TSS |
| (9) Lanthanum (total) | |

WSP anticipates EutroPhix will use the public boat ramp at Bill Breeze Park located on North Lakeshore Drive and staging areas adjacent to the ramp as shown in **Figure 1**. Contractors will work with WSP and the City to identify suitable locations for overnight storage of vehicles and trailers. Proposed staging areas for Lake Prima Vista are the same locations used for the previous Lake Prima Vista treatment project. The City will provide traffic and pedestrian control if necessary.

The Starke Lake and Lake Prima Vista EutroSORB®G whole-lake application will require 58,638 pounds of product applied over approximately 5 days. WSP will perform a second round of water quality sampling including the parameters described above one day following application.

WSP will collect a third set of field parameters and surface water quality samples for analyses as described above within one week following the completion of EutroSORB®G application.

TASK 3 – SUBMERGED AQUATIC VEGETATION PLANTING AND MONITORING

Water clarity is expected to increase gradually following EutroSORB®G treatment. Increased water clarity should provide better conditions for growth of submerged aquatic plants and, unfortunately, increases the potential for growth of nuisance vegetation including hydrilla. While some natural recruitment of native vegetation is expected, supplementing regrowth of beneficial vegetation can be assisted with plantings. Planting of beneficial native vegetation will help to stabilize lake sediments, provide habitat for sportfish, enhance ecological diversity, and limits the area available to nuisance vegetation like hydrilla.

Plantings should be completed several months following the EutroSORB®G application to allow water quality improvements to take effect. The planting schedule will be determined based on discussions between WSP, Sea & Shoreline and the City. Approximately four acres of plantings will be permitted and completed by Sea & Shoreline within the general areas shown in **Figure 2** (pending field verification) and according to the plan provided in **Attachment 2**. These areas were selected based on the City's riparian property ownership and are assumed to have limited existing vegetation coverage. Actual conditions at the time of planting may necessitate relocation of the planting areas. Any change to planting areas will be coordinated with the City Project Manager. Planting time will require approximately one month. Sea & Shoreline will provide monitoring for 36 months following the initial plant acclimation period as stated in **Attachment 2**. All vegetation monitoring reports completed after 30 days following plantings will be submitted directly by Sea & Shoreline to the City Project Manager with a copy transmitted to WSP.

TASK 4 – PERMITTING, PROJECT MANAGEMENT, AND REPORTING

As a result of the latest Federal action to reassign FDEP's responsibility for 404 Dredge & Fill permitting to the United States Army Corps of Engineers (USACE), there is uncertainty regarding which agency will provide the permit or if the project is exempt from permitting since it will not occur over sovereign submerged lands. WSP will request a pre-application meeting with both USACE and FDEP to discuss the issue. If required, WSP will work with the City to submit appropriate permit applications. In addition, WSP understands that this project will require an individual Environmental Resource Permit (ERP) from FDEP. A similar ERP was obtained for Lake Prima Vista. WSP will assist the City with submittal of an ERP application and follow-up with FDEP. The permit applications will include a request for the proposed treatment as well as two subsequent treatments over three years (pending approval by City Council).

Permits/exemptions for aquatic plantings will be obtained by Sea & Shoreline. WSP will provide oversight during the permitting process.

WSP will provide project management and contractor coordination during all phases of the EutroSORB® G application operations which will consist of a monthly status memo and routine phone calls and/or emails describing progress. WSP will provide a final report summarizing the treatment and planting operations (up to one month after plantings) and the pre and post water quality conditions based on the three sets of water quality data described in **Task 2**.

SCHEDULE, DELIVERABLE, & BUDGET

WSP can commence work on the above scope of services immediately upon receipt of a purchase order. The application start date will be determined once WSP receives an ERP and Dredge & Fill permit/exemption, but it is anticipated that mobilization will begin within two weeks following receipt of the ERP and Dredge & Fill permit/exemption, weather permitting. Product application is expected to be complete within one month of mobilization. The final water quality sample will be collected within one week of the end EutroSORB® G application. WSP will submit the final report within one month following receipt of water quality sample report and completion of the 30-day post-planting monitoring event.

Deliverables will consist of weekly progress report memos and a final summary report memo which will include all water quality analytical reports.

The total time and materials budget for this project is not to exceed **\$499,518.52**. The attached budget detail includes rates from WSP's current Orange County Water Quality Monitoring Professional Services contract Y23-905C. The project will be invoiced monthly. WSP will not exceed the proposed total budget without advance approval from the City. This proposal is valid for 60 days.

Sincerely,

WSP Environment & Infrastructure Solutions, Inc.



Lance Lombard
Assistant Vice President /
Water Quality Management Lead



Crissy Mehle, PE, CFM, ENV SP
Vice President, Florida Water Lead

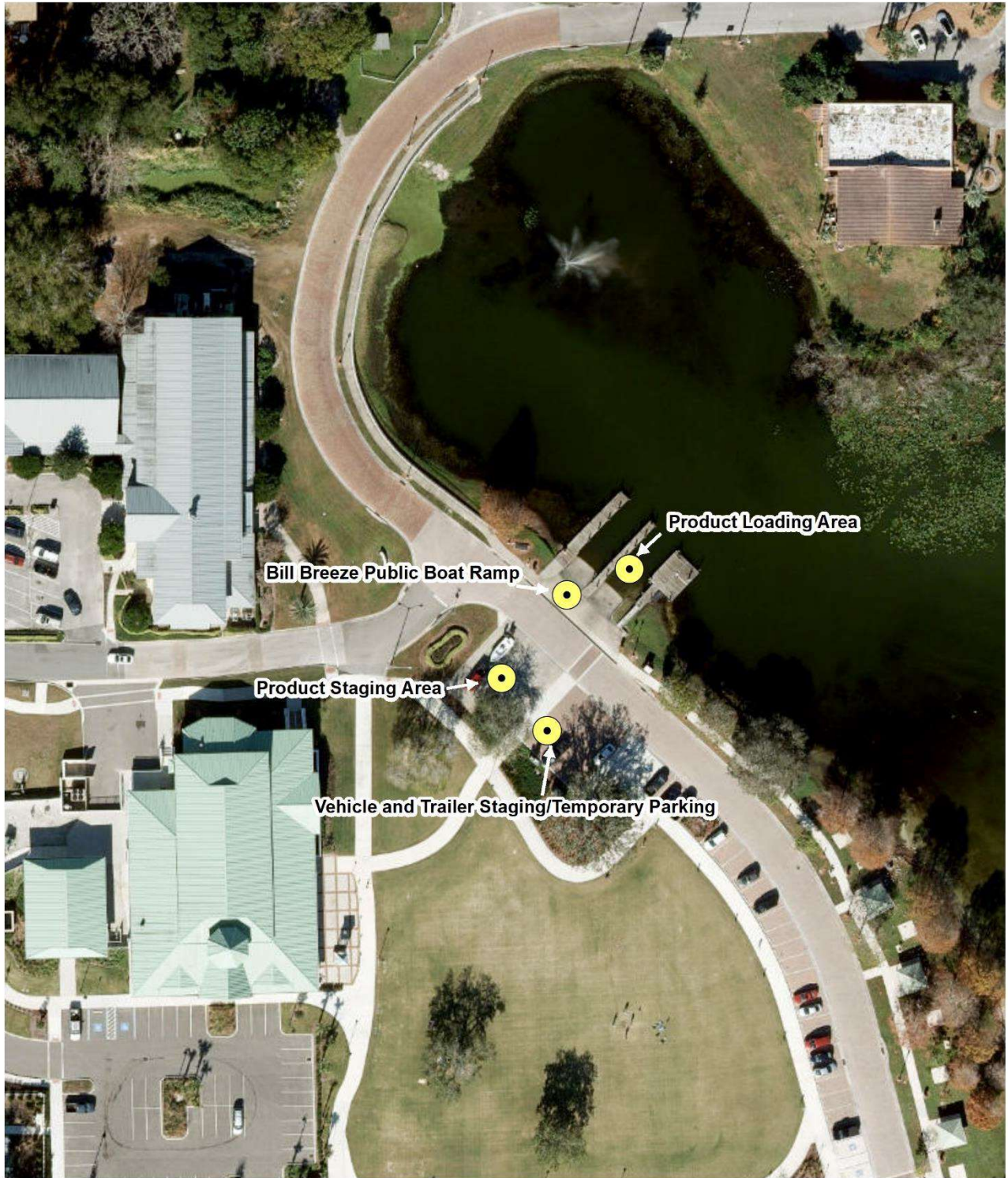
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Attachments

1 Eutrophix Quotation

2 Sea and Shoreline Quotation

3 Southern Research Laboratory Quotation





Budget

Project Name: Starke Lake / Lake Prima Vista Treatment					
Contract: Y23-905C					
Firm Name: WSP					
Task Number and Name			Task 1 -- Kickoff	Task 2 -- EutroSORB G Application and Monitoring	Task 3 -- SAV Planting and Monitoring
Labor Cost:		Raw Rate			
Title			# hours Total	# hours Total	# hours Total
Principal	\$299.46		1 \$299.46	1 \$299.46	1 \$299.46
SeniorTechnicalSpecialist	\$261.14		8 \$2,089.12	8 \$2,089.12	8 \$2,089.12
SeniorProjectManager	\$235.25		16 \$3,764.00	16 \$3,764.00	16 \$3,764.00
SeniorEnvironmentalScientist	\$164.53		12 \$1,974.36	12 \$1,974.36	12 \$1,974.36
EnvironmentalScientist	\$120.89		18 \$2,176.02	18 \$2,176.02	18 \$2,176.02
JuniorEnvironmentalScientist	\$88.85		20 \$1,777.00	20 \$1,777.00	20 \$1,777.00
ProjectAccountant	\$96.09		4 \$384.36	4 \$384.36	4 \$384.36
ProjectCoordinator	\$82.71		4 \$330.84	4 \$330.84	4 \$330.84
Labor. Task Total			81 \$12,617.46	81 \$12,617.46	81 \$12,617.46
Out-of-Pocket					
Item Description		Unit Price (Raw)	Qty Total	Qty Total	Qty Total
Jon Boat w/Motor and Trailer		\$200.00	3 \$600.00	3 \$600.00	3 \$600.00
Out-of-Pocket. Task			\$0.00	\$0.00	\$0.00
Miscellaneous Subcontractor Cost (a):					
Subcontractor Name		Cost per Unit	Total	Total	Total
EutroPhix (+ 10%)			\$265,535.60	\$265,535.60	\$265,535.60
Southern Research Lab (+ 10%)			\$2,247.30	\$2,247.30	\$2,247.30
Sea & Shoreline (+ 10%)			\$181,555.00	\$181,555.00	\$181,555.00
Subcontractors. Task			\$449,337.90	\$449,337.90	\$449,337.90
Total Task Cost			\$2,809.10	\$462,555.36	\$14,739.62

BUDGET



EutroPHIX
11550 N. Meridian Street, Suite 600
Carmel, Indiana 46032-4565
(317) 580-8282

Quote

Document Date:
March 25, 2024

Effective For:

WSP
Starke Lake and Lake Prima Vista, Florida

Pricing Valid:

March 25, 2024 - September 30, 2024

The above WSP
proposal is for Year 1
amount only

Item	Year 1	Year 2	Year 3	Total
Materials (\$)	\$ 193,506	\$ 199,311	\$ 205,290	\$ 598,107
Application (\$)	\$ 35,460	\$ 36,525	\$ 37,650	\$ 109,635
Monitoring (\$)	\$ 12,430	\$ 6,215	\$ 6,215	\$ 24,860
Subtotal (\$)	\$ 241,396	\$ 242,051	\$ 249,155	
3-Year Total (\$)	\$			732,602

*prices exclude any applicable taxes, assuming tax exempt

Terms: Due Net 60 Days

Ordering Procedure: Provide written communication of items, order date, shipping address, and billing address.

To accept this proposal please sign and date:

Please contact Pamela Dugan for any questions:

Phone: (317) 495-5657
E-mail: pamelad@eutrophix.com

**CONFIDENTIAL
AGREEMENT - NOT
FOR REPRODUCTION
OR DISTRIBUTION**



May 31, 2024

Lance Lumbard MS, MBA, CLP
Assistant Vice President / Water Quality Management Lead
Robert Sheridan
Consulting Environmental Scientist
WSP Environmental Consulting
Lance.Lumbard@wsp.com
Robert.Sheridan@wsp.com

RE: City of Ocoee – Starke Lake Planting Plan Scope of Work and Estimate

Lance and Robert,

Thank you for providing Sea & Shoreline the opportunity to provide a scope of work and cost estimate for submerged aquatic vegetation (SAV) planting as part of the City of Ocoee's Starke Lake Restoration efforts. The following plan is designed to restore two native Florida macrophytes, Illinois Pondweed (*Potamogeton illinoensis*) and Tape grass (*Vallisneria americana*), to Starke Lake following sediment nutrient inactivation efforts. If you have any questions regarding the proposal, please do not hesitate to reach out.

Sincerely,

Heather Herold

Heather Herold
Chief Sales & Marketing Officer/Government Affairs Director
heather@seaandshoreline.com
(321) 626-6760

Scope of Work

Scope of Services

1. *Cultivation of SAV Planting Units*
2. *Mobilization*
3. *Installation of SAV Planting Units*
4. *Monitoring*

Description of Services

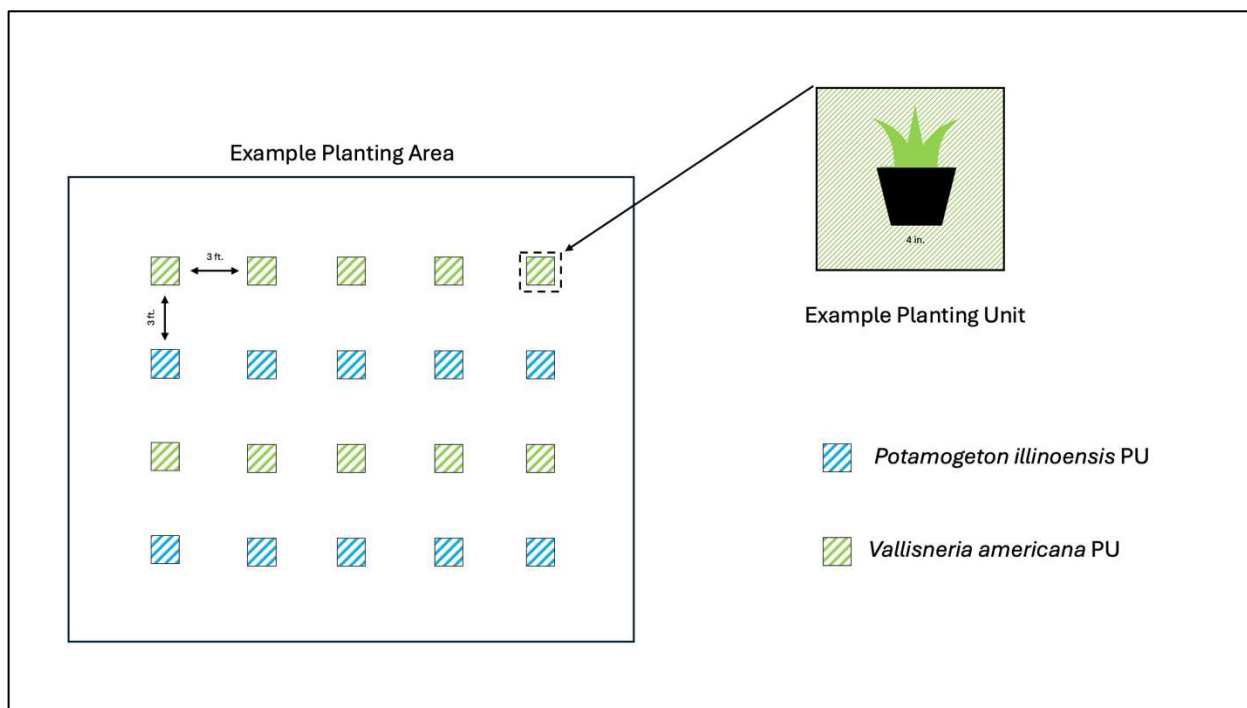
1. ***Cultivation of SAV Planting Units*** – Native Illinois Pondweed and Tape grass will be harvested from Sea & Shorelines FDACS Certified Aquaculture Facility located in Ruskin, FL. Harvested plants will be washed of any epiphytic flora and fauna and will be packaged into four-inch peat pot planting units for both individual species. Once packaged, planting units will be given 30 - 60 days to grow out, become pre-rooted, and acclimated to conditions similar to Starke Lake. Once the grow out period is complete, Tape grass planting units will contain at least five individual shoots and blade lengths of at least four inches. Illinois Pondweed planting units will contain at least four individual shoots and blade lengths of at least six inches. A total of 5,000 planting units (2,500 Tape grass and 2,500 Illinois Pondweed) will be produced per acre.
2. ***Mobilization*** – Prior to transport, planting units will be inspected by Sea & Shoreline's nursery manager and will be loaded into baskets for transport. Baskets of planting units will then be loaded into an enclosed trailer and a towel damp with fresh water will be placed over top of them to ensure plants receive enough moisture during transport to avoid mortality. Loaded planting units will be hauled directly from Sea & Shoreline's aquaculture facility to a pre-determined staging site located adjacent to the project area. Immediately upon arrival, planting units will be unloaded and staged in-water at the proposed planting area(s) until installation.
3. ***Installation of SAV Planting Units*** – Planting units will be installed throughout the proposed planting area(s) by hand by a team of biologists and aquatic technicians with experience in SAV planting. Planting will be performed using a mask, snorkel, and small hand trowel to ensure planting units are installed to a proper depth. Planting units will be installed on an average of three-foot centers with minor adjustments being made if sections of lake bottom are determined to be unsuitable for plant growth, or if underwater hazards are identified. Planting units will be installed to a maximum depth of -3 ft. to ensure adequate sunlight is available to support plant growth. It is recommended that each planting site receives an average of 5,000 planting units per acre. The total number of planting units and planting unit species at each area is expected to be as follows:

P.O. Box 783549, Winter Garden, FL 34778 | seaandshoreline.com | 888-464-6991

Patented Aquatic Restoration Solutions Validated by Science

Planting Site	Size (acres)	V. americana PU	P. illinoensis PU	Total PU
Site 1	0.89	4,450	0	4,450
Site 2	3.07	7,675	7,675	15,350
Total	3.96	12,125	7,675	19,800

Figure 1 provides a proposed planting diagram:



4. **Monitoring** – A monitoring program will be implemented to document the success of the project, and to allow for adaptive management strategies to be created and discussed if desired results are not achieved. During each monitoring event, planting unit survival and spread will be assessed at haphazardly selected sample stations. At each sample station, a biologist will note the presence or absence of planting units, estimate species percent cover, collect short-shoot count, and mean canopy height within a 0.25 m² quadrat. The results of each monitoring event will be documented in monitoring reports that can be used to assess the success of planting efforts and for regulatory compliance. Monitoring events will take place at one-month post installation, and subsequently at the beginning and end of SAV growing season (June & October) for a period of three years.

Cost Estimate

Task	Task Description	Units	Cost per Unit	Cost
1	Cultivation of SAV Planting Units			
	<i>Vallisneria americana</i> PU	12,125	\$ 5.50	\$ 66,687.50
	<i>Potamogeton illinoensis</i> PU	7,675	\$ 5.50	\$ 42,212.50
2	Mobilization	1	\$ 6,800.00	\$ 6,800.00
3	Installation of SAV Planting Units	19,800	\$ 1.75	\$ 34,650.00
4	Monitoring	7	\$ 2,100.00	\$ 14,700.00
Total				\$ 165,050.00

Project Timeline

Month	1	2	3	4	5	6	7	8	9	10	11	12	18	24	30	36
Cultivation of SAV																
Mobilization																
Installation of SAV																
One Month Monitoring																
Year 1 Monitoring																
Year 2 Monitoring																
Year 3 Monitoring																

ESTIMATE

SOUTHERN RESEARCH LABS, INC.
279 Douglas Ave., Suite 1110
Altamonte Springs, FL 32714

sherri.payne@srslab.com
+1 (407) 522-7100

WSP USA E&I

Bill to
Mr. Lance Lumbard
WSP USA E&I
550 Northlake Blvd., Suite 1000
FL.
Altamonte Springs, FL 32701

Ship to
Mr. Lance Lumbard
WSP USA E&I
Wood Env & Infrastructure Solutions, Inc.
110-5 Sanctuary Parkway Suite 300
Alpharetta, GA 30004
ATTN: A/P Department

Estimate details
Estimate no.: 1515
Estimate date: 06/13/2024
Expiration date: 12/13/2024

Contact: Lance Lumbard
Project Name: OC Starke Lake

#	Product or service	Description	Qty	Rate	Amount
1.	TKN, Water	Total Kjeldahl Nitrogen, Water (351.2)	6	\$35.00	\$210.00
2.	NO3/NO2 (NOX)	SM 4500NO3 H-201 (Nitrite+Nitrate) NOX	6	\$50.00	\$300.00
3.	Ortho Phosphate, Water 365.1	Ortho Phosphate (365.1)	6	\$30.00	\$180.00
4.	Chlorophyll A	Chlorophyll A (SM 10200H) (corrected)	6	\$110.00	\$660.00
5.	Lanthanum, Water	Lanthanum (La), Water	6	\$18.00	\$108.00
6.	Ammonia, Water	Nitrogen, Ammonia (350.1)	6	\$30.00	\$180.00
7.	Nitrogen, Total	Nitrogen, Total (TKN+NOX) Calculation	6	\$0.00	\$0.00
8.	Phosphorus LL, Total, Water	Phosphorus, Total (365.4) Low-Level	6	\$37.00	\$222.00
9.	TSS	Total Suspended Solids/Non-Filterable Residue (SM2540D)	6	\$25.00	\$150.00
10.	Environmental Impact Fee	Environmental Impact Fee (Per work order)	1	\$15.00	\$15.00
11.	Disposal Fees	Sample Disposal Fees (Per sample)	6	\$3.00	\$18.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com FAX (A/C, No):
INSURED WSP USA Environment & Infrastructure Inc. 1075 Big Shanty Rd. Suite 100 Kennesaw, GA 30144	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Insurance Corporation INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 886829744**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO 9835819-11	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	AS7-621-094060-034	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	Y N / A	WA7-62D-094060-014 WA7-62D-095609-074 WC7-621-094060-914	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Re: projects for City of Ocoee.

City of Ocoee is included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability and Automobile Liability policies is primary and any other coverage shall be excess only, not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability, Automobile Liability and Workers Compensation / Employers Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**City of Ocoee
1 North Bluford Avenue
Ocoee FL 34761

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2024

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PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Ave 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 FAX (A/C, No): E-MAIL ADDRESS: ggb.wspus.certrequests@ajg.com
INSURED WSP USA Environment & Infrastructure Inc. 1075 Big Shanty Rd. Suite 100 Kennesaw, GA 30144	INSURER(S) AFFORDING COVERAGE INSURER A: QBE Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1477390666**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2024	10/31/2025	Per Claim Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Re: projects for City of Ocoee.

CERTIFICATE HOLDER**CANCELLATION**City of Ocoee
1 North Bluford Avenue
Ocoee FL 34761

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

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Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-11	05/01/2024	05/01/2025	05/01/2024	50003000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA Group Holding Inc.

Address (including ZIP Code):

1 Penn Plaza, 2nd Floor

New York, NY 10119

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-11	05/01/2024	05/01/2025	05/01/2024	50003000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA Group Holding Inc.

Address (including ZIP Code): 1 Penn Plaza, 2nd Floor, New York, NY 10119

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Policy Number: AS7-621-094060-034
Issued by: Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Waiver Of Subrogation (Blanket) Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-11	05/01/2024	05/01/2025	05/01/2024	50003000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky, New Hampshire and New Jersey.

This waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the state of Connecticut, Florida, Maryland, Nebraska, Oregon the premium charge is 1 % of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1 % of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1 % of the total manual premium.

In the state of New York, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$0 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by: Liberty Insurance Corporation 21814

For attachment to Policy No WA7-62D-094060-014

Effective Date 05/01/2024

Premium \$

Issued to: WSP USA Group Holding Inc.



4/24/2025

Subject: Contract Novation to WSP USA Inc.

Dear Valued Client:

On December 31, 2024, WSP USA Environment & Infrastructure Inc. ("WSP E&I") will merge into WSP USA Inc. With this merger, WSP E&I will cease to exist, and WSP USA Inc. will remain as the successor legal entity. The existing WSP E&I contract will effectively transfer to WSP USA Inc. with no action needed on your part for our work to continue. As the surviving corporation, WSP USA Inc. automatically assumes all rights, responsibilities, and liabilities of WSP E&I, including existing agreements.

Our tax identification number following the merger will be 11-1531569. This is the tax identification number of WSP USA Inc.

Regarding insurance, both WSP USA Inc. and WSP E&I are currently covered under the same insurance policies, and this merger shall not modify that coverage. The insurance certificates previously provided will remain valid. If you need an updated insurance certificate listing WSP USA Inc. as the insured, please email GGB.WSPUS.CertRequests@ajg.com with that request.

If you need or wish to request a contract novation, assignment, amendment, or other formal name change due to this merger, please inform your WSP point of contact. Our legal team is prepared to support any necessary transition documentation promptly. You may submit any questions regarding this matter directly to the WSP E&I Merger mailbox at WSP-E&I-Merger@wsp.com. Our legal team is monitoring this mailbox and will respond promptly to any inquiries. Our goal is to minimize any disruptions to our clients, and we apologize for any inconvenience this may cause.

We want to assure you that while we complete these administrative changes, what you rely on remains the same: our staff and leadership, our passion for quality, and our commitment to collaboration and client service. The WSP USA Inc. teams assigned to your organization, including project managers, project staff, and senior management, will not change due to these changes. We remain committed to providing the same level of service you have come to expect.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lytle Troutt', with a stylized flourish at the end.

Lytle Troutt
SVP Operations, US E&E

EXHIBIT “A”

(To be added at time of execution)

**AGREEMENT TO PIGGYBACK ON A CONTRACT
FOR COMMODITIES OR CONTRACTUAL SERVICES
BID BY ANOTHER GOVERNMENTAL ENTITY FOR CONTINUING WATER
QUALITY PROFESSIONAL SERVICES**

**THIS AGREEMENT TO PIGGYBACK ON A CONTRACT FOR SERVICES
BID BY ANOTHER GOVERNMENTAL ENTITY** (hereinafter the "Agreement") is entered into this 19th day of November, 2024, by and between the **CITY OF OCOEE**, a Florida municipal corporation established under the laws of the State of Florida (hereinafter referred to as the "City) and **WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.** (hereinafter referred to as the "Consultant" or "Contractor"), a corporation authorized to do business in the State of Florida, whose Federal identification number is 91-1641772; hereinafter referred to as the "Parties";

WHEREAS, on July 16, 2024, Consultant entered into Contract #Y23-905C with Orange County, Florida, a charter county and political subdivision of the State of Florida, for Continuing Water Quality Professional Services (hereinafter the "Contract"); and

WHEREAS, the Contract was procured competitively by Orange County; and

WHEREAS, the City has the legal authority under chapter 287, Florida Statutes, and Chapter 21 of the City of Ocoee Code of Ordinances to "piggyback" onto a contract procured pursuant to section 287.057, Florida Statutes, by another governmental entity when seeking to utilize the same or similar commodities or services provided for in said Contract; and provided the contract herein is not for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of a facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to chapter 255 and rules adopted thereunder; and

WHEREAS, the City desires to piggyback onto the above-referenced Contract between the Consultant and Orange County for Continuing Water Quality Professional Services, including any Amendments to the piggyback contract (hereinafter the "Work") and Consultant consents to the aforesaid piggybacking; and

WHEREAS, the Contract, attached hereto as Exhibit "A" and the Consultant's Proposals, attached hereto as Exhibit "B";

NOW THEREFORE, in consideration of the above recitals and the provisions set forth in this Agreement, the receipt and sufficiency of which is acknowledged and agreed to by the parties, the Parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Settlement Agreement by this reference.
2. Scope of Services. The Consultant affirms and ratifies the terms and conditions of the above-referenced Contract with Orange County, and agrees to perform the services set forth therein, and in accordance with Consultant's Proposals, attached hereto as Exhibit "B" for the City

in accordance with the terms of said Contract until the Work is completed, the general duties include, but is not limited to the following:

- Citywide water quality professional services: National Pollutant Discharge Elimination System (NPDES) lake and outfall monitoring, Lake Prima Vista monitoring, Starke Lake monitoring.

The City may retain the Consultant for the subsequent, additional services and locations to improve citywide water quality. Any such additional work shall be performed in accordance with the terms and conditions in this Contract and for the negotiated price established in Consultant's Proposals.

Consultant further agrees that for the purpose of interpretation and enforcement this Agreement, the term "City of Ocoee" shall be substituted for the term, "Orange County" throughout the Contract.

The Consultant is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

The City agrees to utilize the services of the Consultant in a manner and upon the terms and conditions as set forth in Orange County Contract and Exhibit "B" until the Work is completed. Orange County or Federal Government is not a party to this Contract.

3. Compensation. Consultant shall perform services in accordance with a Scope of Work attached hereto as Exhibit "B", and the terms of which are incorporated herein by reference.

4. Term. The term of this Agreement shall be in accordance with the terms of Orange County Contract for Continuing Water Quality Professional Services to include renewal terms, and until the City's Work is completed. Any renewal term is 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 work to be provided under this agreement.

5. Amendment. This Agreement may be amended or modified only by a change order or addendum, and as duly authorized and executed by the parties.

6. Termination Without Cause. This Agreement, or any change order or addendum issued under this Agreement, may be terminated by the CITY without cause by delivering thirty (30) days' written notice to the CONSULTANT. 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 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 costs relating to commitments for the benefit of the City prior to the termination; however, final payment to the CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead, and profit on uncompleted Services.

7. 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 change order or addendum issued under this Agreement, in whole or in part, if the CONSULTANT: (1) submits a willfully false invoice or (2) substantially fails to perform any obligation under this Agreement 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, unless 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 CONSULTANT shall have such time as is reasonably necessary to remedy the failure, provided the CONSULTANT promptly takes and diligently pursues such actions as are necessary therefor. The CONSULTANT may terminate this Agreement if the CITY substantially fails to perform any obligation under this Agreement, other than responding to a demand for payment, 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 the services actually rendered and the reasonable and provable expenses required by and actually incurred by the CONSULTANT for services prior to the effective date of termination. Such payments, however, shall be 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 and expenses.

8. Delivery of Materials Upon Termination. In the event of termination of this Agreement by the CITY prior to the CONSULTANT's satisfactory completion of all the services described to herein, 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, and any and all other documents, instruments, information, and materials (whether or not completed) that were generated or prepared by the CONSULTANT, or by any sub-Contractor, in rendering the services described herein and not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement. The Documents 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 sub-Contractors agree in writing to be bound by the provisions of this subsection. This provision is supplemental to the language in this Agreement relating to public records. Any reuse of the Work Product described above without written verification or adaptation by CONSULTANT, as appropriate, for the specific purpose intended, will be at CITY's sole risk and without liability or legal exposure to CONSULTANT.

9. Indemnification. The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes agrees to indemnify 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. 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.

10. Insurance.

General. The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance as described below and any other insurance necessary to fully protect it from claims of the nature that are detailed herein, 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 by the CONSULTANT, any of its agents or sub-Contractors, 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 in Exhibit "A" or required by law, whichever is greater, and shall include contractual liability insurance, as applicable to the CONSULTANT's obligations under this Agreement. **The City shall be named additional insured on all such policies.**

Coverage Amounts. The CONSULTANT shall provide evidence of insurance as stated below, the City's standard insurance requirements, and the form of a certificate of insurance issued on behalf of the CITY by companies acceptable to the CITY at the minimum limits and coverage's with deductible amounts acceptable to the CITY.

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
 - \$1,000,000 Professional Liability (Design Errors & Omissions)
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. 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

The CONSULTANT shall not commence any work in connection with this Agreement until all insurance has been obtained and approved by the CITY, nor shall the CONSULTANT allow any sub-Contractor to commence work on a subcontract until all similar insurance required of the sub-Contractor 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, except for Professional Liability insurance which is size category of V. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer under section 440, Florida Statutes.

CITY's Right to Inspect Policies. In the event of a claim, the CONSULTANT shall, upon ten (10) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies that are required in this Agreement.

11. Public Records Compliance. The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida's Public Records Law. Specifically, the Consultant shall:

A. Keep and maintain public records required by the City to perform the service.

B. 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.

C. 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 Consultant does not transfer the records to the City.

D. Upon completion of the contract, Consultant agrees to transfer at no cost to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public record to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.

E. A Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, ccd1@ococoe.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

12. E-Verify.

By entering into the Contract, the awarded Consultant is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Consultant, the Consultant shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

- A. Pursuant to section 448.095, Florida Statutes, Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Consultant employees hired on and after January 1, 2021.
- B. Subcontractors
 - (i) Consultant shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Consultant shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Consultant shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
- C. Consultant must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Consultant stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Consultant shall be liable for all costs incurred by the City to secure a

replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

13. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. Notices. All notices required under this Agreement shall be sent by certified mail or overnight carrier, return receipt requested, to the parties as follows:

TO THE CITY: City of Ocoee
 1 North Bluford Avenue
 Ocoee, Florida 34761
 Attention: Procurement Manager
 Phone: (407) 905-3100

With a Copy to: City of Ocoee
 301 Maguire Road
 Ocoee, Florida 34761
 Attention: Director of Public Works
 Phone: (407) 905-3170

TO THE CONSULTANT: Christine Mehle, PE, CFM, ENV SP,
 Vice President, Florida Water Lead
 WSP USA Environment & Infrastructure, Inc.
 301 East Pine Street, Suite 1020
 Orlando, Florida 32801
 Phone: 407-587-7800

(Signature page follows)

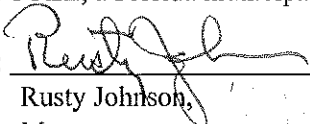
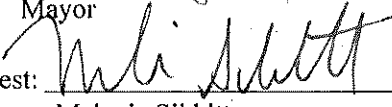
IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the Parties hereto, and by its duly authorized Representatives, as of the date first written above.

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.,

Lance Lumbard
Witness:

By: 
Name: Christine Mehle, PF, CFM. ENVSP
Vice President, Florida Water Lead
Title: Central & South Florida Business Lead

CITY OF OCOEE, a Florida municipal corporation

By: 
Rusty Johnson,
Mayor
Attest: 
Melanie Sibbitt,
City Clerk

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON October 1, 2024 under
Agenda Item 4.**

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND LEGALITY**
this 1st day of Nov., 2024

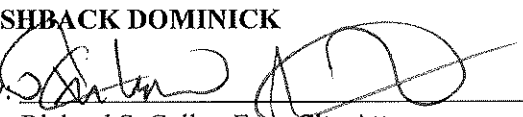
FISHBACK DOMINICK
By: 
Richard S. Geller, Esq., City Attorney

EXHIBIT “A”

PIGGYBACK CONTRACT

**ORANGE COUNTY CONTRACT #Y23-905C WITH WSP USA ENVIRONMENT &
INFRASTRUCTURE, INC. FOR CONTINUING WATER QUALITY PROFESSIONAL
SERVICES**

CONTRACT

Y23-905C

THIS CONTRACT made and entered into this 16th day of July, 2024, by and between the:

ORANGE COUNTY, FLORIDA
201 S. ROSALIND AVENUE
ORLANDO, ORANGE COUNTY, FLORIDA

a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and:

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.
301 EAST PINE STREET, SUITE 1020
ORLANDO, FL 32801
FEDERAL I.D. # 91-1641772

hereinafter referred to as the **CONSULTANT**.

RECITALS

WHEREAS, the COUNTY desires to retain the services of the CONSULTANT to provide continuing engineering services, to be issued as Task Authorizations under individual Purchase Orders; and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions; it is agreed by and between the parties hereto as follows:

I

SCOPE OF SERVICES

The CONSULTANT shall, diligently and timely, perform professional engineering services as described in Exhibit A - Scope of Professional Services, entitled, "**CONTINUING WATER QUALITY PROFESSIONAL SERVICES**" which is attached hereto and made a part hereof by reference. As the COUNTY generates individual projects, a detailed scope of work will be prepared for each project and furnished to the CONSULTANT. Upon receipt of the scope of services, the CONSULTANT will submit a cost Proposal to the COUNTY with the following:

- a. Position classification, total hours, hourly rate and extended total amount.
- b. Subcontracted services including information in "a" above
- c. Performance period for the services
- d. Out-of-pocket expenses

Proposal shall be submitted within fifteen (15) days after receipt of written request for proposal.

CONSULTANTS COMPETITIVE NEGOTIATION ACT

This Contract is a continuing Contract as defined in Section 287.055 (2) (g), Florida Statutes. Task Authorizations to be performed by the CONSULTANT under this Contract shall be approved and authorized by the COUNTY in writing by issuance of County approved Purchase Orders, pursuant to the CONSULTANT'S Proposal and fee, whether or not modified by negotiation. The CONSULTANT'S authority to proceed with the specified scope of work will be either the County approved Purchase Orders or a County issued written Notice to Proceed to be determined by the County Project Manager.

II PAYMENT

The COUNTY will pay to the CONSULTANT for duly authorized services performed by the CONSULTANT and accepted by the County as follows:

- A. **FEES:** For services performed under Article I, a firm fixed fee (lump sum) will be agreed upon prior to commencement of services; or, if a firm fixed fee cannot be determined, a not-to-exceed maximum dollar amount will be agreed upon; however, in either case, the fee shall be calculated in accordance with the hourly rate schedule identified as Exhibit B, which is attached and made a part of this Contract.
- B. **PAYMENT:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Payment will be due and payable monthly in proportion to the percentage of work approved and accepted by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period.

- C. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion of any project in progress, payment shall be made in accordance with the provisions of Article IX.
- D. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall be the party to determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents will result in additional compensation to the CONSULTANT. The additional compensation shall be computed by the CONSULTANT on a revised fee quotation Proposal that must be submitted to the COUNTY for prior approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by Change Order to the corresponding Purchase Order issued against this Contract.

- E. **SUBCONSULTANTS:** The CONSULTANT shall, upon requiring the services of various sub-consultants, be responsible for the integration of all sub-consultants' work into the documents and for all payments to such sub-consultants out of the lump sum fee agreed to. Services rendered by the CONSULTANT in connection with the coordination of any such sub-consultants or other personnel services shall be considered within the scope of the basic contract and no additional fee will be due the CONSULTANT for such work.
- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes, as set forth in Exhibit C, which is attached to this Contract.
- G. **COMPENSATION:** The CONSULTANT'S compensation shall be established and authorized for each Task Authorization on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the basic Contract. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the duration of the Contract and any extensions thereto, except as provided by Article II, paragraph I, Price Adjustment. Compensation for any authorized cost that is not set forth in the basic Contract shall be negotiated prior to issuance of the Task Authorization and shall be supported by the appropriate cost and pricing data.
- H. **MULTIPLIERS:** The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

1. Prime Consultant	Multiplier
WSP USA Environment & Infrastructure, Inc.	2.69
2. Sub-Consultants	Multiplier
Barnes, Ferland & Associates, Inc.	2.82
DB Environmental	Fixed Price
Drummond Carpenter, PLLC	2.99
Eurofins TestAmerica	Fixed Price
Hydro Modeling, Inc.	2.42
Microbial Insights	Fixed Price
Southern Research Laboratories, Inc.	Fixed Price
Weck Laboratories, Inc.	Fixed Price

I. **PRICE ADJUSTMENT:**

Written request for a price adjustment may be made only under the following conditions:

- i. If a project specific contract's performance period exceeds three years a price adjustment may be requested not more than 60 days after the end of the three-year period and for each annual period thereafter or for the remaining period of the contract if less than one year.
- ii. For continuing contracts with a performance period that exceeds three years, an adjustment may be requested not more than 60 days after

the end of three years.

iii Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation.

The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index.

The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment affecting a previous price adjustment was executed by the County. The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

III

DESIGN WITHIN FUNDING LIMITATIONS

The following provisions are applicable to contracts for design services:

- A. The CONSULTANT shall accomplish the design services under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY, if the unfavorable bids or Proposals results from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determination as to whether such conditions are within the reasonable control of the CONSULTANT.
- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a

construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.

- C. The estimated construction cost for any project under this contract shall not exceed \$4,000,000. Each Task Authorization shall specifically indicate the project's estimated construction cost. Task Authorizations issued for study activities may not exceed \$500,000.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV

RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract.
The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and the Project Engineer must be two different individuals. Both must be currently employed by the Prime Consultant. The Project Engineer must be a Professional Engineer registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- E. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
1. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
 2. Upon submission of the 100% submittals to the user department, the CONSULTANT shall provide to the Business Development Division an estimate of the percentage of work to be performed under each standard CSI division heading, the total of which shall in all cases equal 100%.
- H. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this agreement without the written consent of the COUNTY.
- I. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY'S use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- J. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and currently registered as a professional in the State of Florida.

V

COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

- A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the COUNTY'S files, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the services to be performed by the CONSULTANT,
- B. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY,
- C. Be entitled, upon request and without additional cost, to any documents as requested by the COUNTY for any project on which the CONSULTANT is working.

VI

COUNTY'S 'DESIGNATED' REPRESENTATIVE

It is understood and agreed that the COUNTY designates the County Administrator or their designated representative, in writing, to represent the COUNTY in all technical matters pertaining to and arising from the work and performance of this Contract. The County Administrator or designated representative shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- C. Giving prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

VII

CONTRACT TYPE

This is a Requirements Contract and the COUNTY'S intent is to order from the CONSULTANT all of the goods or services specified in Exhibit A, Scope of Professional Services of the Contract at the established hourly rates shown in Exhibit B of the Contract, required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONSULTANT will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Moreover, if the Manager of the Procurement Division determines that the CONSULTANTS' performance is less than satisfactory, the COUNTY may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

VIII

TERM OF CONTRACT

The term of this contract shall be for one (1) year from date of execution; however, by mutual consent, the contract may be extended for four additional one-year terms, not to exceed a total of five (5) years.

Any Purchase Orders for Task Authorizations issued during the effective period of this contract and not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

IX

TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

The COUNTY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the COUNTY resulting from the CONSULTANT'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of The terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

If the CONSULTANT'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the Consultant thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual purchase/delivery orders or to the contract in its entirety.

C. PAYMENT

If a Task Authorization or Purchase Order is terminated for the convenience of the COUNTY, a settlement will be negotiated. This settlement shall not exceed the total amount due for services rendered and accepted by the COUNTY in accordance with the payment terms of the Contract. If the Contract is terminated for convenience in its entirety, the CONSULTANT shall be paid an amount not in excess of all services rendered and accepted under the various orders issued against the Contract.

However, if the termination is for cause, no amount shall be allowed for anticipated profit on unperformed services or other work, and the payment may be adjusted to take into account any additional costs to be incurred by the COUNTY due to such default.

D. TERMINATION NOTICE

The Manager, Procurement Division, shall issue any and all notices involving termination of this contract.

X

INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

Consultant agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by Consultant under this contract. Consultant is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Consultant shall require and ensure that each of its sub-consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- ☒ Commercial General Liability - The Consultant shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent,

with a limit of liability of not less than \$1,000,000 per occurrence. Consultant further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

☒ Business Automobile Liability - The Consultant shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Consultant does not own automobiles the Consultant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

☒ Workers' Compensation - The Consultant shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Consultant using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

☒ Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor/Consultant's most recent audit or review of their organizational financial statements certified by a CPA. Compiled financial statements will not be accepted. For policies written on a "Claims-Made" basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Consultant agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

By entering into this contract Consultant agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others

endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Consultant shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Consultant shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Consultant shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Consultant shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, FL
Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

INDEMNIFICATION- CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the COUNTY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the COUNTY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

SAFETY AND PROTECTION OF PROPERTY (for services provided on the premises of Orange County)

The Consultant shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The Consultant must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

XI

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.
- D. The Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets;

correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the County in connection with the Consultant's dealings with the County (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- 1) Consultant compliance with contract requirements; or
 - 2) Compliance with provisions for pricing change orders; or
 - 3) Compliance with provisions for pricing invoices; or
 - 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
 - 5) Compliance with the County's business ethics; or
 - 6) Compliance with applicable state statutes and County Ordinances and regulations.
- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.
- I. The Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc.

The Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

- J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.
- L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

XII

OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, "as built", specifications, original field survey, data notes, and all other data, prepared or obtained by the CONSULTANT in connection with its services hereunder shall be delivered to, and shall become the property of the COUNTY prior to final payment to the CONSULTANT.

The CONSULTANT shall not be liable for any use by the COUNTY of said documents or data if they are modified in any manner without written approval of the CONSULTANT.

XIII

SUSPENSION OF WORK BY COUNTY

Right of COUNTY to Suspend Work and Order Resumption - The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time. However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees that have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter

have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of work where the same would be due and payable to CONSULTANT under the provision of this Contract.

XIV STANDARDS OF CONDUCT

- A. The CONSULTANT represents that he 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 Contract and that he 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 any other consideration, contingent upon or resulting from the award or making of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.
- C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other Contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VIII.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XV ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

XVI

SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-consultant Contract dollar amount(s) for the M/WBE SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Equal Opportunity Workforce Schedule reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. The awarded Prime Consultant's responsibilities and requirements are listed below and shall be included in the sub-agreement:
 - 1. Whereas the prime contractor is being paid in accordance with the Local Government Prompt Payment Act, contractor shall incorporate a 72-hour prompt payment assurance provision and payment schedule in all sub-contracts between the prime and sub-consultants.

Note: The County reserves the right to verify that all sub-contractors are being paid within 72 hours of the County's remittance to the Prime Consultant.
 - 2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subconsultants on the project to Orange County Business Development Division one-time for the duration of the contract.
 - 3. The awarded Prime Consultant shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the Prime

Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the Prime Consultant prior to the issuance of final payment.

4. The sub-contract agreement shall include: (a) the percentage of the overall contract value to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value to be sub-contracted (if available at time of sub-contract agreement).
5. The Prime Consultant shall submit an updated quarterly MWBE utilization report and the Equal Opportunity Workforce Schedule report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
6. All sub-contracts shall include the following statement: "It is the M/WBE responsibility to submit the required Quarterly payment verification form to the prime and Final M/WBE payment verification form to Business Development Division denoting the percentage of the overall contract fees"

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

7. The awarded Prime Consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the Business Development Division, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the Business Development Division.
8. Upon execution of any renewal or extension to this contract, the Prime Consultant shall execute renewals with all approved specified sub-contractors for the full duration of the contract.
9. The Prime Consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.
10. The COUNTY may at its discretion require copies of subconsultants/purchase orders for the non-M/WBE's listed on the **Project Team Form (FORM B)** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-Consultants certifying that a prompt payment clause has been included in that contract or purchase order.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement

Division.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

XVII

INDEPENDENT CONSULTANT STATUS

The CONSULTANT shall be an independent Consultant and neither CONSULTANT nor anyone employed by CONSULTANT shall be deemed for any purpose to be the employee, agent, servant or representative of the COUNTY in the performance of the work hereunder. The COUNTY shall have no direction or control of CONSULTANT or CONSULTANT'S employees and agents, except in the results to be obtained.

XVIII

EQUAL OPPORTUNITY

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Association shall adopt and maintain or provide evidence to the County that Association has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Association agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Agency agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

XIX

INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract.

Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of

any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XX

ASBESTOS FREE MATERIALS

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request.

Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXI

CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XXII

AVAILABILITY OF FUNDS

The obligations of Orange County under this Contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

XXIII

DISLOCATED WORKERS

CONSULTANT has committed to hire _____ () CareerSource participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource staff and the Consultant to ensure that the process is properly adhered

until all requirements have been met. CareerSource participants may be employed in any position within the firm but must be hired on a full-time basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individual hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

XXIV

REGISTERED SERVICE-DISABLED VETERAN PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Registered Service-Disabled Veteran (SDV) sub-consultant Contract dollar amount(s) for the SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager. In the event a certified SDV sub-Consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, with another certified M/WBE firm in writing to the Business Development Division, accompanied by the Project Manager's recommendation.
- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
 - 1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.

2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV subConsultants certifying that a prompt payment clause has been included in that contract or purchase order.
3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

The Proposer shall contact the Business Development Division Liaison at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

XXV

CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Consultant also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

XXVI
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that they have 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 any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XXVII
TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

XXVIII
VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing services under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

XXIX
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this agreement the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXX
FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this agreement, the Bidder affirms that it is not currently listed in the Florida

XXXI
SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXXII
PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from 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 Consultant does not transfer the records to Orange County.
4. Upon completion of the contract, Consultant agrees to transfer at no cost to Orange County all public records in possession of the Consultant or keep and maintain public records required by Orange County to perform the service. If the Consultant transfers all public record to Orange County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Consultant who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

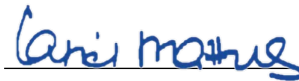
400 E. South Street, 2nd Floor, Orlando, FL 32801

407-836-5897

PublicRecordRequest@ocfl.net

WSP USA ENVIRONMENT
& INFRASTRUCTURE, INC
ORLANDO, FLORIDA

ORANGE COUNTY, FLORIDA



Carrie Mathes, MPA, CFCM, NIGP-CPP,
CPPO, C.P.M., CPPB, APP,
Manager, Procurement Division

Christine Mehle, PE, CFM, ENV SP
Name Typed

Date: 7.16.2024
(for County use only)

Vice President, Florida Water Lead
Title

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES

PART I GENERAL

INFORMATION A BACKGROUND:

As a result of changes in land use, pollutant loads delivered to water bodies have demonstrably and continually increased. The Orange County Environmental Protection Division (Division) will utilize the scope of services described herein to achieve compliance under the Total Maximum Daily Load (TMDL) and National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (NPDES MS4) Permit regulatory programs, provide management of waterbodies for Municipal Services Taxing Units (MSTUs) or Municipal Services Benefit Units (MSBUs), and further the protection of water resources within Orange County. The Division will utilize data, information, recommendations, and conclusions originating from these services to develop non-structural Best Management Practices (BMPs), such as ordinances, policies, and programs, and structural BMP projects to recommend to the Board of County Commissioners (BCC) for implementation.

B SCOPE:

The Scope of Services herein includes professional services to implement water quality projects throughout Orange County. Orange County has implemented a phased approach to water quality restoration: assessment/monitoring, feasibility, design, and construction. Water quality restoration services may include the following project phases:

- **Assessments:** the goal of the assessment is to characterize and evaluate current water quality, hydrologic conditions, and nutrient pollutant sources of a water body. Activities of the assessment are described in a report which may also propose a set of ranked structural and non-structural BMP projects intended to restore or maintain the water quality of the waterbody. These recommended concepts may result in subsequent feasibility studies that explore the constructability of the recommended BMP(s).
- **Feasibility Studies:** feasibility studies evaluate the constructability and cost effectiveness of BMP projects and provide the necessary information to proceed to the BMP design phase. Data gaps remaining from the assessment phase may require monitoring, modeling, survey, geotechnical investigations, and/or ecological evaluations. refined BMP project footprints, pollutant reductions, and costs will be developed. The Feasibility phase may include assembling, submitting, and tracking environmental resource or other project-specific permits, property acquisition, defining easement requirements, input from adjacent landowners, operation and maintenance, wetland mitigation, ecological impacts, and assessment of potential flooding.

- **Performance Monitoring:** performance monitoring projects may include monitoring of water quality parameters, velocity and discharge, mass removal, and/or other parameters of interest associated with institutional or engineered BMP projects or adjacent waterbodies to evaluate nutrient reduction performance from an upstream/downstream or waterbody loading perspective. Groundwater monitoring may also be required in the Performance Monitoring phase.
- **Technical support projects:** these projects may include some or all tasks included in an assessment, feasibility study, and/or performance monitoring project applied to the full or partial watershed. They may also include technical tasks associated with, but not directly required by the other project types or support of regulatory programs or design and construction projects.

C APPLICABLE DOCUMENTS:

To assemble scientifically sound and defensible data, sample collection and analysis must be performed in accordance with Florida Department of Environmental Protection Standard Operating Procedures per Chapter 62-160, Florida Administrative Code (FAC), or other documented methods generally accepted by the scientific community.

Analytical laboratory services shall be provided for samples collected from various environmental matrices at a frequency as needed to appropriately characterize watershed and/or sources of nutrient loading behavior in the assessment area. Sub-contracted laboratories performing analytical services for non-research related parameters shall hold a National Environmental Laboratory Accreditation Certification (NELAC) and be certified for the applicable methods. In addition, the contracted laboratory shall provide quality assurance/quality control information including, but not limited to: matrix spike recoveries, method detection limits, practical quantitation limits, duplicate reproducibility, and the results from equipment blank testing, in conformance with NELAC standard operating and reporting procedures and Chapter 62-160, FAC.

PART II WORK REQUIREMENTS

The professional services described below are not intended to consist of all services required on any single project. In general, the actual scope of services for any individual project will be dependent on the nature of the project, the project status with regard to available data and analyses, and the project phases and work tasks which the County wishes to contract.

1. Assessment Services:

The final product of the assessment phase is a report, which documents the existing conditions within the study area, contains hydrologic and pollutant data that describe sources and sinks within the study area, uses previously accepted models, contains basin-specific data, and may produce a list of potential best management projects intended to remove or mitigate pollutant loads within the study area. The list shall

rank the BMPs by the cost per pound removed for pollutant(s) of concern or priority of project for bacteria impairments. Descriptions of the BMPs shall include conceptual layouts and estimated costs that the County may move to the Feasibility phase.

Potential tasks, submittals, and meetings might include some or all of the following:

- A. Kickoff Meeting: project kickoff meetings are held prior to the commencement of the project. The intent of the kickoff meeting is to review known data sources, identify data gaps, review the negotiated scope of work for the project, establish and/or modify a proposed project timeline, and discuss project specifics. The consultant will provide an agenda for the meeting, conduct the meeting, and submit a meeting summary.
- B. Review of Existing Data: this task includes procurement, review, and analysis of relevant prior studies and available data sources. The consultant may need to evaluate previous analyses, areas where updated analyses may be necessary, data gap analyses, data collection methods, and data modeling. Reports, plans, calculations, permits, historical hydrologic/meteorological records as well as stormwater infrastructure and other GIS feature layers (soils, land use, wetlands, hydrography, aerial photography) relevant to characterizing the study area may be compiled.
- C. Field Reconnaissance/Verification of Existing Data: this task may include office and field inspections to compare original model drainage conditions to present day field conditions. Field reconnaissance of proposed monitoring sites to determine access. Field recon to verify GIS feature layers of interest and further investigate possible sources of pollutants and bacteria.
- D. Delineate Watershed and Sub-Basin Topography: generate/revise available digital elevation models (DEMs), LIDAR elevations, or other sources of topography in the study area using compiled data. Delineate major and sub-watershed drainage boundaries within the contributing watershed. Adjust the watershed boundary based on existing stormwater infrastructure and drainage plans.
- E. Bathymetric Survey for Total Depth and Soft Sediment Depth: perform survey to estimate amount of lake water and muck volumes.
- F. Field Data Collection and Analysis: field data collection and analysis may occur in, but not be limited to, the water column, sediment column, stormwater, adjacent lands, groundwater, wetlands or other environmental matrices and locations as required to characterize the fate and transport of pollutant loads within the water body and surrounding watershed. The consultant shall provide photographs and narrative survey of field conditions during sampling events, dissolved oxygen profiles and / or other water quality parameters (e.g., pH, conductivity, turbidity, temperature, oxidation-reduction potentials, etc.) in the water column or sediment, nutrient and / or pollutant concentrations in sediments. Analytical laboratory services shall be provided for samples collected from various environmental

matrices at a frequency as required to accomplish and appropriately characterize locations identified in the project.

- 1) Surface Water Monitoring: profiles of field meter parameters from water surface to total depth at defined depth intervals, collection of surface and/or deep water quality analytical samples. Use field and analytical data to identify episodic seasonal turnover and stratification, if present. Measurement of total and base flow in flowing waters.
 - 2) Stormwater Runoff Monitoring: event grab or autosampler collection of water quality samples and/or velocity and discharge monitoring.
 - 3) Groundwater Monitoring: seepage, recharge, or well data within or beneath the waterbody or the watershed.
 - 4) Sediment Monitoring: pollutant concentrations, speciation of nutrient pollutants, internal recycling/flux analysis, and soil characteristics.
 - 5) Biological Monitoring: analysis of existing flora and fauna, using generally accepted methodologies (Lake Vegetation Index (LVI), Stream Condition Index (SCI), or other generally accepted biological-integrity methods as established by professional societies), inhabiting the watershed or waterbody.
- G. Hydrologic Budget: identify hydrologic sources and sinks, which may include, but are not limited to direct precipitation and evaporation, stormwater runoff, groundwater seepage and recharge, inflows and outflows, and drain wells. Characterization of the hydraulic flow regime shall include, but not be limited to, calculated water residence times for each lake or water body, identification of periods of peak and minimum hydraulic flows.
- H. Nutrient/Pollutant Budget: establish nutrient pollutant sources and sinks and allocate the loads among the sources and sinks (sub-basin level), identify unquantified nutrient loads and estimate their impact on the overall budget. Nutrient pollutant sources will include, but are not limited to surface water runoff, septic systems, internal cycling of nutrients within sediment/water interface, groundwater seepage/recharge, uncontrollable natural sources, and background sources.
- I. Water Quality Model: run-off coefficients based on the present and projected land use. Soil type/hydrologic group and cover. Establish the fate, transport, and partitioning of nutrient pollutant loads within the watershed, forecast changes in nutrient pollutant loading commensurate with proposed changes in land use, and estimate nutrient pollutant load reductions due to BMP projects.
- J. Interim and Final Meetings: preparation of agenda, presentation of data, meeting minutes, and/or attendance sheets, as applicable. Deliverables will be provided in PDF, PowerPoint, and/or Excel as appropriate.
- 1) County staff: consultant provides interim updates on project progress,

discussion of specific tasks in order to review interim data and / or provide feedback.

- 2) Stakeholder: consultant provides interim updates or final summary of project for stakeholder groups, which may include, but are not limited to: homeowner's associations, lake advisory boards, local citizen groups, environmental organizations, builders and developers.
- 3) BCC: consultant provides interim updates or final summary of project for the Board of County Commissioners, Mayor, County Administrator, and/or interested Commissioner(s). Note that Board of County Commissioner meetings are open to public attendance and participation and subject to Florida's Government-in-the-Sunshine law.

K Identify and Conceptualize potential Structural and Non-structural BMPs: conceptual layout of potential projects, conceptual cost estimates and pollutant reduction efficiencies, ranking based on these parameters and implement ability. Conceptual cost estimate should include design, land acquisition/relocation and easement needs, permitting, construction and construction management, and operation and maintenance. Analyses of stormwater improvement projects (BMPs), including but not limited to: possible locations, recommended pollution abatement systems at specific locations, pollutant load reductions in pounds per year, pollutant removal costs in dollars per pound removed, recommended use of Best Management Practices and provide cost estimate for design and construction. Include consideration of wetlands and erosion. Alternatives should be evaluated and ranked based on the following factors: probable costs (including land acquisition, capital cost, etc.), anticipated ecological impacts, expected water quality impacts (surface and ground water), implementation considerations (practicality), social acceptability, expected reliability, estimates of probable operation and maintenance costs, permitting feasibility, and anticipated flood mitigation.

L Draft and Final Reports: summarize collected data and model results in text, tables, and figures. Provide conceptual project layouts and cost estimate tables. Mapping services to include, but not be limited to: creating and analyzing isocontours or isopleths of nutrients and/or pollutant concentrations or other pertinent water quality data on aerials, isocontours of lake bottoms to illustrate the sources of those nutrients and/or pollutants within the water body. Consultant shall also provide copies of all GIS and supporting files used to generate figures in a useable format or geodatabase. Please note the horizontal and vertical datum used in map projections shall be the same datum currently in use by Orange County, Florida (NAVD88). Text, tables, and calculations will be provided in Microsoft Word, Excel, or other source files.

Notifications and deliverables: project progress updates will be provided in a format and at a frequency as directed by the EPD project manager. Frequency may be variable depending on the current project activity level.

Consultant will provide written notification (email acceptable) of field activities prior to

staff or subcontractor work onsite. Timeframes for these notifications will be determined during preparation of the Scope of Services supporting preparation of each purchase request.

Field and lab deliverables and schedule updates will be provided monthly to provide support for invoicing purposes. Field deliverables may include: field notebook pages and sampling forms (PDF), photos (PDF, .jpeg, .tif), raw data files and/or supporting calculation files for field measurements (Excel, .csv or delimited format, as applicable), and calibration documentation (PDF). Laboratory analytical deliverables may include: quality assurance/quality control (QA/QC) documentation and reporting limits.

Draft and Final Reports will be submitted as a complete PDF document accompanied by Models (ICPR4, Bathtub, HSPF, or appropriate), GIS Data (ArcMap 10.7.1 or appropriate), calculations/spreadsheets (Excel). Reports shall include, but not be limited to, an analysis of historic and current data characterizing water quality. Reports will include information from pertinent, peer-reviewed literature with citation(s), digital copies of spreadsheets used during analyses, field data forms, copies of instrument pre- and post-calibration reports, chain-of-custody forms, analytical laboratory reports, copies of field notebooks, all GIS files used for mapping and analysis, input and output files from modeling analyses, as appendices. Reports shall be delivered as a draft and a final within the timeframes specified in the cost proposal and agreed upon scope of work. Consultant shall provide one (1) digital copy, preferably PDF, of the final report or deliverable and supporting documentation/source files prior to payment of final invoice.

2. Feasibility Studies:

The goal of the Feasibility Study is typically a report, which provides all information needed to proceed with the engineering/design of the project. The report will summarize the findings of the Assessment Report and provide: results of any additional data collection to fill identified gaps, required surveys, refined models, pollutant reduction estimates and costing, and potential constructability, permitting, and flooding issues.

The final report establishes the design objectives and design concept for the next phase of work. Design criteria, a preliminary estimate of cost and the project design, permitting and construction schedule shall be established. Right-of-way and easement acquisition requirements shall be preliminarily identified. Any necessary regulatory variances shall be identified and investigated. The overall project feasibility and anticipated effectiveness shall be clearly established. Public information meetings may be held, public input taken and modifications made to the conceptual plan, as warranted.

Potential required tasks, submittals and meetings might include some or all of the following:

- A Kickoff Meeting: project kickoff meetings are held prior to the commencement of the project. The intent of the kickoff meeting is to review known data sources, identify data gaps, review the negotiated scope of work for the project, establish and/or modify a proposed project timeline, and discuss project specifics. The consultant will provide an agenda for the

meeting, conduct the meeting, and submit a meeting summary.

- B. Review Existing Data and Identification of Data Gaps: procurement, review and analysis of relevant prior analysis and studies. Evaluation of previous analysis, and where added detail is necessary, new analysis, data gathering and modeling. This work shall lead to either agreement or adoption of the prior conclusions, or development of alternative conclusions and/or a recommendation or project conceptual design. Review past flooding complaints and rules, regulations, ordinances and laws (local, state, federal) pertinent to the study area. Generate / revise DEM of watershed area using compiled data.
- C. Supplemental Field Tasks: may include field data collection and analysis as described under Assessment Services to address data gaps or to provide a current dataset after significant time lapse or change in conditions within the watershed. This may include additional data collection, sampling, installation of monitoring equipment.
- D. Surveys and Studies: topographic survey, survey of existing structures, geotechnical study, ecological survey and other field investigations.
- E. ICPR Hydrologic & Hydraulic Model Updates: evaluation of potential impacts of proposed projects to the watershed, including upstream flooding, change in maximum flow rate, land use change impacts, or other inputs that may affect a proposed pollutant removal project.
- F. BMP Permitting/Construction: all necessary permits, assessments and land use approval requirements shall be identified. Necessary submittal requirements and deadlines should be identified and the proper sequence of processing established. Processing time should be estimated. Evaluation of environmental conditions and constraints affecting the project should be identified. Pre- application meetings with applicable regulatory agencies and Water Management District should also be included. Permitting requirements/costs, right-of-way needs/costs, and construction costs should be identified and estimated.
- G. Preliminary Design and Costing: schematic representation of design and supporting analysis documentation, conceptual cost estimate, including design, land acquisition/relocation and easement needs, permitting, construction and construction management, and operation and maintenance needs and costs.
- H. Meetings: prepare project brochures, administer mailing invitations, provide meeting presentation materials, hold public information meetings for the project and submit post-public meeting input when applicable. Agree on a project's conceptual design (modifying the conceptual design from the assessment as necessary), purpose and effectiveness based on the information developed during this phase.
- I. Report: generate a project report, technical memorandum, or design memorandum summarizing data collection and evaluation, providing all

permits, modeling, GIS, and analytical data to support design. Reports shall be delivered as a draft and a final within the timeframes specified in the cost proposal and agreed upon scope of work. Consultant shall provide one (1) digital copy, preferably PDF, of the final report or deliverable and supporting documentation/source files prior to payment of final invoice.

3. Performance Monitoring:

The final product of this project phase is typically a report, which establishes empirical pollutant loads and pollutant reduction estimates for specific BMP projects. This may be utilized to support grant requirements, Best Management Action Plan (BMAP) reporting of pollutant reductions, and/or evaluation or support of generalized reduction efficiencies estimated for a type of BMP.

Potential required tasks, submittals and meetings might include some or all of the following:

- A. Kickoff Meeting: project kickoff meetings are held prior to the commencement of the project. The intent of the kickoff meeting is to review known data sources, identify data gaps, review the negotiated scope of work for the project, establish and/or modify a proposed project timeline, and discuss project specifics. The consultant will provide an agenda for the meeting, conduct the meeting, and submit a meeting summary.
- B. Review Existing Data: determine gaps in data that are necessary for evaluation of pollutant loads and placement of appropriate BMPs.
- C. Field Tasks: collection of field chemistry, flow data, and analytical samples, and analysis of pollutants.
- D. Results: report field and analytical results using text, tables, and figures.
- E. Evaluation: estimation of influent and effluent loads, BMP mass reduction of pollutant and BMP pollutant removal efficiency, estimate of cost per pound of pollutant removed and cost per pound of pollutant removed per acre of watershed served.
- F. Report: report findings of analytical results and impact on proposed pollutant load reduction BMPs. Reports shall be delivered as a draft and a final within the timeframes specified in the cost proposal and agreed upon scope of work. Consultant shall provide one (1) digital copy, preferably PDF, of the final report or deliverable and supporting documentation / source files prior to payment of final invoice.

4. Technical Support Services:

The final product of this project phase varies, but will typically include summary report, data compilation, or technical memo with or without recommendations and conclusions.

Potential required tasks, submittals and meetings might include some or all of the

following when such services are not required as a part of the project development phase, design and permitting phase or the construction services phase of a project:

- A. Kickoff Meeting: Project kickoff meetings are held prior to the commencement of the project. The intent of the kickoff meeting is to review known data sources, identify data gaps, review the negotiated scope of work for the project, establish and/or modify a proposed project timeline, and discuss project specifics. The consultant will provide an agenda for the meeting, conduct the meeting, and submit a meeting summary.
- B. Review Existing Data and Identification of Data Gaps
- C. Supplemental Field Tasks
- D. Full or part time construction inspection services when requested: services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings, or other information furnished by the County.
- E. Services necessary to obtain operating permits, development and design of discharge monitoring plans and preparation of operating and staffing manuals.
- F. Performance of some or all of the assessment tasks for a full or partial watershed. May include, but is not limited to, sampling, modeling, pollutant load estimation identification of pollutant load reduction project options.
- G. Wetland delineations, restoration evaluations, mitigation plans, and dredge and fill permits.
- H. Furnishing services of other independent professional or technical associates in such fields as biological assessment (LVI, SCI, or other) and forestry.
- I. Preparations for applications and supporting documents for grants.
- J. Provide services to fulfill permit conditions of the County's NPDES (National Pollutant Discharge Elimination System) MS4 Permit.
- K. Peer review services to evaluate the accuracy and validity of reports, prior analyses, geodatabases and/or computer simulations provided to or by the County, this includes post-project reviews to identify best practices and lessons learned.
- L. Professional stormwater engineering services; to include the review and analysis of various BMP designs (including new and innovative technologies); defend recommendations in legal proceedings, if needed; and identify pollutant loads and conduct source allocations within the various sub-basin watersheds.
- M. Services resulting from significant changes in the general scope, extent or character of an individual project or its design including, but not limited to,

changes in size, revising previously accepted studies, reports, designs documents of contract documents when such revisions are required by changes in laws, codes, rules, regulations, policies, or orders enacted subsequent to the preparation of such documents.

- N. Review and analysis of data used to designate a water body as impaired by the Florida Department of Environmental Protection (FDEP).
- O. Necessary services to fulfill the conditions and requirements to comply with the FDEP TMDL program. Analyzing adopted or proposed TMDLs.
- P. Providing technical support within a BMAP area.
- Q. Use of regulatory and/or industry standard software models to provide source allocations of nutrients and/or pollutants of interest. Please note that software models must be approved for use with the appropriate regulatory agency or be utilized as an industry standard.
- R. Assistance with bid protests arising from technical specifications, re-bidding or re-negotiating contracts for construction, materials, equipment, or services.
- S. Providing property surveys, related to engineering, appraisal and real estate services needed in connection with acquiring needed interests in real property for the County.
- T. Preparing to serve or serving as a consultant or witness for the County in litigation, arbitration or other legal or administrative proceeding, when such services are not required as a part of the project development phase, design and permitting phase or the construction services phase of a project.
- U. Performing constructability reviews of project plans in order to minimize construction change orders.
- V. Database and/or dashboard development related to projects.
- W. Field surveys and data collection in support of roadway, drainage, and mowing activities.
- X. Project scheduling and project budget tracking services.
- Y. Project management services.
- Z. Services such as inspection of roadway and drainage infrastructure maintenance activities. Evaluation of current level of service provided by the existing infrastructure.
- AA. Preparation of manuals for projects and division operations (for example, operation and maintenance).
- BB. Preparation of presentations, figures and exhibits for projects and/or public meetings.

- CC. GIS-related services for the implementation of stormwater projects or programs, and other miscellaneous activities such as a stormwater website.
- DD. Floodplain management services including delineation of the floodplain, letter of map revision (LOMR) services (review and approval), GIS work for Federal Emergency Management Act (FEMA) floodplain layer, and repetitive loss properties.
- EE. Services related to FEMA Community Rating System series 100 through 700. Services to include, but not limited to; public information, mapping and regulations, flood damage reduction, and warning and response.
- FF. Services necessary to review, revise, and approve change to Orange County ordinances and codes to meet federal or state requirements.
- GG. Services related to drainage wells including retrofitting, replacement, and analysis of drain well systems. This also includes continuous simulation analysis and evaluation of drain wells for the purpose of permitting, regulatory approvals needed, and water use master planning.
- HH. Services related to the evaluation of pump stations and major control structures and retrofit recommendations. This also includes drawdown analysis and evaluation of drain wells for the purpose of permitting, regulatory approvals needed, and water use master planning.
- II. Services related to surface feature failures (e.g., washouts, sinkholes and pavement failures) and retrofit recommendations.
- JJ. Services related to sandbar removal, canal bank protection, pond restoration, and sediment/erosion control including survey, evaluation, final design, permitting and construction.
- KK. Services related to stormwater service rate analysis, determination and codification.
- LL. Services related to low impact development (LID), green infrastructure (GI) engineering, sustainability and resiliency design for stormwater systems.

EXHIBIT B
BILLABLE RATES AND MULTIPLIER

PRIME CONSULTANT

**WSP USA ENVIRONMENT &
INFRASTRUCTURE, INC.**

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Orange County.

Base Rate	100%
Overhead & Fringe Benefits	139.90%
Subtotal	239.90%
Profit (12%)	0.29

OVERALL MULTIPLIER 2.69

Individual classification for personnel hourly rates are as follows:

Labor Category	Classification Basic Hourly	Overall Multiplier	Billable
Principal	\$ 111.45	2.69	\$ 299.46
Senior Technical Specialist	\$ 97.19	2.69	\$ 261.14
Senior Project Manager	\$ 87.56	2.69	\$ 235.25
Project Manager	\$ 65.36	2.69	\$ 175.62
Senior Civil Engineer	\$ 81.60	2.69	\$ 219.25
Civil Engineer	\$ 62.65	2.69	\$ 168.32
Junior Civil Engineer	\$ 41.73	2.69	\$ 112.12
Senior Water Resource Engineer	\$ 81.90	2.69	\$ 220.04
Water Resource Engineer	\$ 63.26	2.69	\$ 169.97
Junior Water Resource Engineer	\$ 40.48	2.69	\$ 108.77
Senior Environmental Engineer	\$ 79.29	2.69	\$ 213.03
Environmental Engineer	\$ 62.73	2.69	\$ 168.53
Junior Environmental Engineer	\$ 39.02	2.69	\$ 104.85
Senior Geotechnical Engineer	\$ 86.26	2.69	\$ 231.76
Geotechnical Engineer	\$ 65.53	2.69	\$ 176.07
Junior Geotechnical Engineer	\$ 44.34	2.69	\$ 119.14
Senior Environmental Scientist	\$ 61.23	2.69	\$ 164.53
Environmental Scientist	\$ 44.99	2.69	\$ 120.89
Junior Environmental Scientist	\$ 33.07	2.69	\$ 88.85
Senior Geologist	\$ 56.55	2.69	\$ 151.94
Geologist	\$ 43.42	2.69	\$ 116.66
Junior Geologist	\$ 34.32	2.69	\$ 92.21
Senior Planner	\$ 72.13	2.69	\$ 193.81
Planner	\$ 49.10	2.69	\$ 131.92
Junior Planner	\$ 37.93	2.69	\$ 101.91
Senior Designer	\$ 69.23	2.69	\$ 186.01
Designer	\$ 49.48	2.69	\$ 132.95
Senior GIS Analyst/Specialist	\$ 67.09	2.69	\$ 180.25
GIS Analyst/Specialist	\$ 49.77	2.69	\$ 133.73
Junior GIS Analyst/Specialist	\$ 35.89	2.69	\$ 96.42
Senior CAD Operator	\$ 60.03	2.69	\$ 161.29
CAD Operator	\$ 37.63	2.69	\$ 101.11
Senior Technician	\$ 49.22	2.69	\$ 132.25
Technician	\$ 36.45	2.69	\$ 97.93
Junior Technician	\$ 29.14	2.69	\$ 78.30
Senior Construction Manager	\$ 70.04	2.69	\$ 188.20
Construction Manager	\$ 56.86	2.69	\$ 152.78
Senior Construction Inspection Technician	\$ 55.90	2.69	\$ 150.20
Construction Inspection Technician	\$ 47.47	2.69	\$ 127.53
Junior Construction Inspection Technician	\$ 32.13	2.69	\$ 86.32
Surveyor	\$ 73.05	2.69	\$ 196.27
Party Chief	\$ 33.85	2.69	\$ 90.94
Survey Technician	\$ 26.16	2.69	\$ 70.28
Procurement/Subcontract Administration	\$ 55.87	2.69	\$ 150.10
Project Accountant	\$ 35.76	2.69	\$ 96.09
Project Coordinator	\$ 30.78	2.69	\$ 82.71

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525 (3), Florida Statutes.

Christine Mehle, Local Business Lead

(Printed name and Title)

Mehle, Christine

(USCM717518)

(Signature)

Digitally signed by Mehle, Christine
(USCM717518)
Date: 2024.01.26 16:32:06 -05'00'

January 26, 2024

(Date)

WATER

Water Equipment Fee Schedule WSP USA Environment & Infrastructure Inc. Altamonte Springs, FL

Equipment	Unit	Bill Rate
4 Wheel ATV	Day(s)	\$ 150
Auto Sampler/1 Week Duration	Week	\$ 240
Auto Sampler/1 Week Duration with telemetry	Week	\$ 600
Auto Sampler/2-3 Week Duration	Week(s)	\$ 210
Auto Sampler/2-3 Week Duration with telemetry	Week(s)	\$ 450
Auto Sampler/4-11 Week Duration	Week(s)	\$ 180
Auto Sampler/4-11 Week Duration with telemetry	Week(s)	\$ 400
Auto Sampler/3 Month or greater Duration	Month(s)	\$ 600
Auto Sampler/3 Month or greater Duration with telemetry	Month(s)	\$ 1,200
Auto Sampler/8-11 Week Duration	Week(s)	\$ 180
Backpack Sprayer	Day(s)	\$ 42
Carolina Skiff (17') and Trailer	Day(s)	\$ 300
Confined Space Equipment	Week(s)	\$ 792
Confined Space Equipment	Day(s)	\$ 240
CONSOL., UNDRAINED TRIAXIALTEST W/PORE PRESSURE MEASURE	Each	\$ 210
CONSOLIDATION TEST, SQUARE ROOT OFTIME METHOD	Each	\$ 540
Continuous Recording Staff Gauge	Week	\$ 350
Digital Depth Finder	Day(s)	\$ 79
Dissolved Oxygen Meter	Day(s)	\$ 47
Double Ring Infiltrometer	Day(s)	\$ 30
Flux Core Incubation (does not include lab analyses or collection)	Per Core	\$ 840
Foxboro OVA/PID	Day(s)	\$ 150
Foxboro OVA/PID	Week(s)	\$ 570
Generator	Day(s)	\$ 79
Generator	Monthly	\$ 270
Global Positioning System (GPS)	Week(s)	\$ 450
Global Positioning System (GPS)	Day(s)	\$ 132
GPR Survey Equipment	Test(s)	\$ 540
GPS R.T.K. Positioning Data	Day(s)	\$ 20
GPS R.T.K. Positioning Data	Week(s)	\$ 139
Ground Water Sample Bailers (Decontaminated)	Ea.	\$ 34
Shallow Groundwater Sampling Pump (with disposable Tubing for 1 well)	Day(s)	\$ 79
Shallow Groundwater Sampling Pump (with Disposable Tubing for 1 well)	Week(s)	\$ 216
Deep Groundwater Sampling Pump (with Disposable Tubing for 1 well)	Day(s)	\$ 200
Deep Groundwater Sampling Pump (with Disposable Tubing for 1 well)	Week(s)	\$ 800
Grunfos Sampling Pump	Month(s)	\$ 1,140
Herbicide	Gal(s)	\$ 14
Honda Water Pump (2")	Day(s)	\$ 132

WATER

Water Equipment Fee Schedule WSP USA Environment & Infrastructure Inc. Altamonte Springs, FL

Hydrographic Survey Vessel & Equipment	Day(s)	\$ 200
Infrared Thermography	Day(s)	\$ 132
Inline 45 micron water filter	Ea.	\$ 40
Inline 0.2 micron water filter	Ea.	\$ 40
Jon Boat 16' 25 HP Motor and Trailer	Day(s)	\$ 200
Kayak	Day(s)	\$ 60
Kayak - Week	Week(s)	\$ 180
Maintenance of Traffic (MOT)	Day(s)	\$ 600
Metal Detector	Day(s)	\$ 34
Metal Detector	Week(s)	\$ 66
Microscope (Compound)	Day(s)	\$ 34
Microscope (Compound)	Week(s)	\$ 66
Multimeter Hydrolab Surveyor 4	Day(s)	\$ 102
Multimeter Hydrolab Surveyor 4	Week(s)	\$ 348
Multiparameter - YSI556	Day(s)	\$ 102
Multiparameter - YSI556	Week(s)	\$ 348
Multimeter - ProDSS water quality meter	Day(s)	\$ 156
Nuclear Densometer	Day(s)	\$ 30
Nuclear Gauge Rental	Monthly	\$ 240
Nuclear Gauge Rental	Week(s)	\$ 120
Open Channel FlowMeter and Datalogger	Week(s)	\$ 600
Peristaltic Pump	Day(s)	\$ 60
Photo Vac OVA/PID	Day(s)	\$ 79
Photo Vac OVA/PID	Week(s)	\$ 288
Piston Tube Sampler	Day(s)	\$ 30
Piston Tube Sampler	Week(s)	\$ 120
Pore Pressure Probe	Day(s)	\$ 47
Pore Pressure Probe	Week(s)	\$ 144
Pre-Demo Survey (including Report Preparation)	Ft ²	\$ 0
Pressure Transducer/Data Logger	Day(s)	\$ 60
Pressure Transducer/Data Logger	Week(s)	\$ 240
Pressure Transducer/Data Logger (Telemetry)	Day(s)	\$ 150
Pressure Transducer/Data Logger (Telemetry)	Week(s)	\$ 540
Rock Core Box	Ea.	\$ 30
Sample Jars (Box of 12)	Ea.	\$ 18
Sample Storage	Ea.	\$ 144
Sandpipe Field Permeability Equipment	Day(s)	\$ 30
Sandpipe Field Permeability Equipment	Week(s)	\$ 120
Seepage Meter	Ea.	\$ 600

WATER

Water Equipment Fee Schedule WSP USA Environment & Infrastructure Inc. Altamonte Springs, FL

Soft-Dig Excavation Unit	Day(s)	\$ 480
Soil Auger	Day(s)	\$ 30
Soil Auger	Week(s)	\$ 120
Staff Gauges	Ea.	\$ 34
FlowTracker2	Week(s)	\$ 358
FlowTracker2	Day(s)	\$ 132
Stream Flow Meter--Sontek RS5 (shipping costs not included)	Day(s)	\$ 790
Stream Flow Meter--Sontek RS5 (shipping costs not included)	Week(s)	\$ 2,200
Survey Equipment	Day(s)	\$ 152
Terrestrial Laser Scanning Unit	Day(s)	\$ 1,200
Temp, pH, Conductivity Meter	Day(s)	\$ 34
Temp, pH, Conductivity Meter	Week(s)	\$ 120
Tipping Bucket Rain Gauge	Month(s)	\$ 60
Turbidity Meter, Digital (Portable) Hack 2100P	Day(s)	\$ 36
Turbidity Meter, Digital (Portable) Hack 2100P	Week(s)	\$ 120
Vacuum Pump	Day(s)	\$ 79
Vacuum Pump	Week(s)	\$ 276
Vane Shear Equipment	Week(s)	\$ 120
Vane Shear Equipment	Day(s)	\$ 34
VIBRATION MONITOR/DAY	Day(s)	\$ 156
VIBRATION MONITOR/WEEK	Week(s)	\$ 420
Water Level Indicator	Day(s)	\$ 34
Water Level Indicator	Week(s)	\$ 102
Weed Eater-Gas, Chain Saw	Day(s)	\$ 34
Weed Eater-Gas, Chain Saw	Week(s)	\$ 120

Laboratory Testing Fee Schedule
WSP USA Environment & Infrastructure Inc.
Altamonte Springs, Florida



UNIT NAME	PROCEDURE	UOM	RATE
CLASSIFICATION			
SOILS FINER THAN #200 SIEVE	ASTM D1140	EACH	\$48.00
PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH WASH #200	ASTM D6913	EACH	\$58.00
PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH WASH #200 or #230 HALF PHI SIZES W/O HYDROMETER	ASTM D6913	EACH	\$77.25
PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH WASH #200 or #230 HALF PHI SIZES W/ HYDROMETER (Assumed Specific Gravity)	ASTM D7928, D6914	EACH	\$168.00
PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH HYDROMETER (Assumed Specific Gravity)	ASTM D6913 & D7928	EACH	\$140.00
PARTICLE SIZE ANALYSIS, SIEVE ANALYSIS WITH HYDROMETER AND SPECIFIC GRAVITY	ASTM D6913, D7928, & D854	EACH	\$190.00
HYDROMETER ONLY	ASTM D7928	EACH	\$85.00
LIQUID LIMIT, PLASTIC LIMIT, AND PLASTICITY INDEX	ASTM D4318	EACH	\$90.00
MOISTURE CONTENT	ASTM D2216	EACH	\$15.00
COMBINED ANALYSIS, MOISTURE CONTENT & % FINES	ASTM D2216 and D1140	EACH	\$55.00
SOIL UNIT WEIGHT, WITH MOISTURE CONTENT	ASTM D2937 and D2216	EACH	\$67.00
SPECIFIC GRAVITY	ASTM D854	EACH	\$80.00
ORGANIC CONTENT	ASTM D2974	EACH	\$42.00
SETTLING RATE	USCOE Settling Rate Test Method	EACH	\$85.00
CARBONATE CONTENT	Tyler Twenhoffer 1941	EACH	\$85.00
CARBONATE CONTENT	ASTM D4373	EACH	\$90.00
VISUAL SHELL	NON-ASTM	EACH	\$16.50
SOIL pH	ASTM D4972 or FM 5-550	EACH	\$45.00
SOIL SULFATE	FDOT FM 5-553		\$68.00
SOIL CHLORIDE	FDOT FM 5-552		\$70.00
SOIL RESISTIVITY	FDOT FM 5-551		\$81.00
CORROSION SERIES (pH, Sulfates, Chloride, Resistivity)	FDOT FM 5-550, 551, 552 & 553	EACH	\$180.00
COMPACTION			
COMPACTION TEST, STANDARD PROCTOR	ASTM D698	EACH	\$130.00
COMPACTION TEST, STANDARD PROCTOR W/ SIEVE ANALYSIS	ASTM D698	EACH	\$172.50
COMPACTION TEST, MODIFIED PROCTOR	ASTM D1557	EACH	\$130.00
COMPACTION TEST, MODIFIED PROCTOR W/ SIEVE ANALYSIS	ASTM D1557	EACH	\$172.50
RELATIVE DENSITY, DRY METHOD (Maximum and Minimum)	ASTM D4253 and D4254	EACH	\$165.00
RELATIVE DENSITY, WET METHOD AND DRY METHOD (MAXIMUM) AND DRY METHOD (MINIMUM)	ASTM D4253 and D4254	EACH	\$165.00
RELATIVE DENSITY (Minimum Only)	ASTM D4254	EACH	\$69.00
RELATIVE DENSITY, DRY METHOD (Maximum Only)	ASTM D4253	EACH	\$85.00
RELATIVE DENSITY, WET METHOD (Maximum Only)	ASTM D4253	EACH	\$115.00
CALIFORNIA BEARING RATIO (CBR), W/ STANDARD OR MODIFIED EFFORT (COE)	ASTM D1883	EACH	\$360.00
LIMEROCK BEARING RATIO (LBR)	FDOT FM 5-515	EACH	\$310.00
LIMEROCK BEARING RATIO (LBR) W/ SIEVE ANALYSIS	FDOT FM 5-515	EACH	\$350.00
SOIL STRENGTH			
UNCONSOLIDATED, UNDRAINED TRIAXIAL TEST, per specimen (One Confining Pressure)	ASTM D2850	EACH	\$165.00
UNCONSOLIDATED, UNDRAINED TRIAXIAL TEST (Three Confining Pressures)	ASTM D2850	EACH	\$450.00
CONSOLIDATED, UNDRAINED TRIAXIAL TEST WITH/PORE PRESSURE MEASUREMENT, per specimen	ASTM D4767	EACH	\$165.00
CONSOLIDATED, UNDRAINED TRIAXIAL TEST WITH/PORE PRESSURE MEASUREMENT (Three Conf Pressures)	ASTM D4767	EACH	\$900.00
CONSOLIDATED, DRAINED TRIAXIAL TEST, per specimen		EACH	\$165.00
CONSOLIDATED, DRAINED TRIAXIAL TEST (Three Confining Pressures)		EACH	\$515.00

Laboratory Testing Fee Schedule
WSP USA Environment & Infrastructure Inc.
Jacksonville, Florida



UNIT NAME	PROCEDURE	UOM	RATE
REMOLD SPECIMEN FOR TRIAXIAL SHEAR, per specimen	NA	EACH	\$50.00
UNCONFINED COMPRESSIVE STRENGTH	ASTM D2166	EACH	\$90.00
UNCONFINED COMPRESSIVE STRENGTH (Undisturbed Sample)	ASTM D2166	EACH	\$90.00
UNCONFINED COMPRESSIVE STRENGTH (Remolded Sample)	ASTM D2166	EACH	\$120.00
UNCONFINED COMPRESSIVE STRENGTH (Compacted Sample)	ASTM D2166	EACH	\$120.00
DIRECT SHEAR (Three Loads)	ASTM D3080	EACH	\$515.00
PERMEABILITY			
PERMEABILITY TEST, CONSTANT HEAD (SAND), per point (loose, medium, and max compaction)	ASTM D2434	EACH	\$180.00
PERMEABILITY TEST, CONSTANT HEAD (SAND), per sample (percentage of max dry density required)	ASTM D2434	EACH	\$220.00
PERMEABILITY TEST, CONSTANT HEAD (SAND), per point (6")	FDOT FM1-T215	EACH	\$110.00
PERMEABILITY TEST, FALLING HEAD (CLAY), Flexible Wall Permeameter	ASTM D5084	EACH	\$300.00
REMOLD SPECIMEN	NA	EACH	\$50.00
CONSOLIDATION & SWELL			
SWELL OR SETTLEMENT POTENTIAL WITH UNIT WEIGHT, SPECIFIC GRAVITY, AND MOISTURE CONTENT	ASTM D4546	EACH	\$425.00
REMOLDING FOR SWELL OR SETTLEMENT POTENTIAL TEST	ASTM D4546	EACH	\$52.00
CONSOLIDATION TEST, SQUARE ROOT OF TIME METHOD (Up to 12 Loads)	ASTM D2435	EACH	\$620.00
CONSOLIDATION TEST, LOG TIME METHOD (Up to 12 Loads)	ASTM D2435	EACH	\$620.00
CONSOLIDATION TEST, ADDITIONAL LOAD INCREMENT	ASTM D2435	EACH	\$52.00
REMOLDING SPECIMEN FOR CONSOLIDATION TEST	ASTM D2435	EACH	\$30.00
CONCRETE			
COMPRESSIVE STRENGTH OF CORES	ASTM C1604 & C39	EACH	\$40.00
COMPRESSIVE STRENGTH OF CYLINDERS	ASTM C39	EACH	\$20.00
SPLITTING TENSILE OF CONCRETE CYLINDERS	ASTM C496	EACH	\$75.00
SPLITTING CONCRETE CORE AND pH (Carbonation Testing of Freshly Broken Surface)	N/A	EACH	\$26.00
ROCK			
UNCONFINED COMPRESSIVE STRENGTH OF INTACT ROCK CORE	ASTM D-7012 Method D w/o Option A	EACH	\$95.00
SPLITTING TENSILE STRENGTH OF INTACT ROCK CORE	ASTM D-3967	EACH	\$75.00
CUTTING CORES	NA	EACH	\$26.00
DENSITY OF ROCK CORE	USCOE RTH 109	EACH	\$90.00
SOUNDNESS, SODIUM OR MAGNESIUM SULFATE (Up to 7 cycles)	ASTM D5240 Rip Rap	EACH	\$400.00
SOUNDNESS, MAGNESIUM SULFATE (Up to 5 cycles)	ASTM D5240 Rip Rap	EACH	\$360.00
L.A. ABRASION & crush rock	ASTM C-131, C-535	EACH	\$300.00
WETTING AND DRYING	ASTM D5313	EACH	\$500.00
FREEZING AND THAWING	ASTM D5312	EACH	\$500.00
PETROGRAPHIC	ASTM C295	EACH	\$1,500.00
CUTTING & CRUSHING ROCK CORES	NA	EACH	\$60.00
Unit Weight of Rock	D2166	EACH	\$65.00

Laboratory Testing Fee Schedule
WSP USA Environment & Infrastructure Inc.
Jacksonville, Florida



UNIT NAME	PROCEDURE	UOM	RATE
AGGREGATE			
FLAT & ELONGATED PARTICLES	ASTM D4791	EACH	\$160.00
CLAY LUMPS & FRIABLE PARTICLES	ASTM C142	EACH	\$155.00
LIGHTWEIGHT PIECES	ASTM C123	EACH	\$155.00
SIEVE ANALYSIS (Fine Aggregate)	ASTM C136	EACH	\$61.75
SIEVE ANALYSIS (Coarse Aggregate)	ASTM C136	EACH	\$77.25
SIEVE ANALYSIS (Coarse Aggregate) Aggregate from 3 inch to 5 inch	ASTM C136	EACH	\$125.00
SIEVE ANALYSIS (Fine and Coarse Aggregate)	ASTM C136 / ASTM C117	EACH	\$90.00
FRACTURED AND ANGULAR PIECES	ASDM D5821	EACH	\$155.00
MOISTURE CONTENT	ASTM D2216 / ASTM D4643	EACH	\$25.00
ORGANIC IMPURITIES (Fine Aggregate)	ASTM C40	EACH	\$60.00
SPECIFIC GRAVITY AND ABSORPTION (Coarse Aggregate)	ASTM C127	EACH	\$90.00
SPECIFIC GRAVITY AND ABSORPTION (Fine Aggregate)	ASTM C128	EACH	\$80.00
UNIT WEIGHT	ASTM C29	EACH	\$56.75
L.A. ABRASION	ASTM C131 / ASTM C535	EACH	\$280.00
SOUNDNESS OF AGGREGATE BY USE OF SODIUM OR MAGNESIUM SULFATE (Five Cycles)	ASTM C88 / AASHTO T104	EACH	\$360.00
CALCIUM CARBONATE PERCENT BY WEIGHT	ASTM D3042	EACH	\$90.00
CARBONATES & ORGANIC MATTER IN LIMEROCK	FDOT FM 5-514	EACH	\$90.00
OTHER			
PRIORITY TESTING	N/A	EACH	\$77.25
LOGGING VIBRACORE	USACE	FT	\$23.50
GRANULARMETRIC REPORT	NA	EACH	\$10.75

EXHIBIT B BILLABLE RATES AND MULTIPLIER

SUB-CONSULTANT



Re: BFA Fee Quotation Proposal
Orange County Continuing Water Quality Professional Services
Y23-905-MB

As requested, the following is our information regarding overhead multiplier and personnel hourly rates for projects with Orange County. These rates will be used throughout the duration of the contract.

Base Rate:	100%
Overhead & Fringe Benefits:	152%
Subtotal:	252%
Profit (12%):	0.30
Overall Multiplier:	<u>2.82</u>

Individual classifications for personnel hourly rates are as follows:

Classification	Raw Hourly Rate (Minimum)	Overall Multiplier	Billable Hourly Rate (Minimum)
Principal Hydrogeologist	\$75.00	2.82	\$211.50
Senior Water Resources Specialist	\$85.62	2.82	\$241.45
Principal Engineer	\$72.00	2.82	\$203.04
Senior Engineer	\$70.00	2.82	\$197.40
Sr. Project Manager	\$70.00	2.82	\$197.40
Project Manager	\$60.00	2.82	\$169.20
Project Manager I	\$55.00	2.82	\$155.10
Project Engineer V	\$50.00	2.82	\$141.00
Project Engineer IV	\$45.00	2.82	\$126.90
Project Engineer III	\$40.00	2.82	\$112.80
Project Engineer II	\$38.00	2.82	\$107.16
Project Engineer I	\$35.00	2.82	\$98.70
Senior Designer	\$42.00	2.82	\$118.44
CAD V	\$38.00	2.82	\$107.16
CAD IV	\$35.00	2.82	\$98.70
CAD III	\$30.00	2.82	\$84.60

CAD II	\$25.00	2.82	\$70.50
CAD I	\$20.00	2.82	\$56.40
GIS Tech III	\$40.00	2.82	\$112.80
GIS Tech II	\$35.00	2.82	\$98.70
GIS Tech I	\$30.00	2.82	\$84.60
Hydrogeologist V	\$57.00	2.82	\$160.74
Hydrogeologist IV	\$44.00	2.82	\$124.08
Hydrogeologist III	\$40.00	2.82	\$112.80
Hydrogeologist II	\$32.00	2.82	\$90.24
Hydrogeologist I	\$26.00	2.82	\$73.32
Environmental Scientist V	\$47.00	2.82	\$132.54
Environmental Scientist IV	\$42.00	2.82	\$118.44
Environmental Scientist III	\$38.00	2.82	\$107.16
Environmental Scientist II	\$32.00	2.82	\$90.24
Environmental Scientist I	\$24.00	2.82	\$67.68
Field Technician IV	\$32.00	2.82	\$90.24
Field Technician III	\$29.00	2.82	\$81.78
Field Technician II	\$26.00	2.82	\$73.32
Field Technician I	\$22.00	2.82	\$62.04
Sr. Surveyor and Mapper	\$62.00	2.82	\$174.84
Surveyor and Mapper	\$49.00	2.82	\$138.18
Survey Technician	\$40.00	2.82	\$112.80
2 Person Survey Crew	\$55.00	2.82	\$155.10
3 Person Survey Crew	\$76.00	2.82	\$214.32
Utility Coordinator	\$38.00	2.82	\$107.16
SUE 2 Person Crew	\$56.00	2.82	\$157.92
SUE 3 Person Crew	\$77.00	2.82	\$217.14
Administrative Support III	\$37.00	2.82	\$104.34
Administrative Support II	\$28.00	2.82	\$78.96
Administrative Support I	\$20.00	2.82	\$56.40

**Survey and Subsurface Utility Engineering Direct Costs Table
Y23-904-ZR**

Description	Units	Minimum Billable Rate
Utility Test Hole Excavation "Soft Dig" (Grass Dirt areas, etc....)	Each	\$650.00
Utility Test Hole Excavation "Hard Dig" (Concrete, Paved areas, etc....)	Each	\$850.00

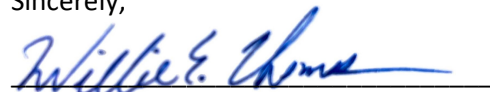
Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
Y23-904-ZR			
2023			
Description	Units	Unit Cost ¹	
Reproduction			
B&W Copy (8.5" x 11") (Per Side)	Each	\$	0.05
B&W Copy (8.5" x 14")	Each	\$	0.12
B&W Copy (11" x 17")	Each	\$	0.20
Blackline Copy (24"x 36" or 22"x 34")	Each	\$	2.00
Color Copy (8.5" x 11") (Per Side)	Each	\$	0.74
Color Copy (8.5" x 14") (Per Side)	Each	\$	0.74
Color Copy (11" x 17")	Each	\$	1.25
Color Copy (24"x 36" or 22"x 34")	Each	\$	12.00
Lamination (8.5" x 11")	Each	\$	1.75
Materials			
Binders	Each	\$	At Cost
Bond Plots (24"x 36" or 22"x 34")	Each	\$	0.72
Communications			
Facsimile (Long Distance)	Each		At Cost
Phone Calls (Long Distance)	Minute		At Cost
Mail			
Courier	Each	\$	At Cost
Express Delivery	Each		At Cost
US Mail	Each		At Cost



Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
Y23-904-ZR			
2023			
Description	Units	Unit Cost ¹	
Travel ²			
Lodging (\$80.00 maximum)	Day		At Cost
Mileage ³	Mile		0.445
Per Diem (\$36.00 maximum)	Day		At Cost
Rental Car	Day		At Cost
Tolls	Each		At Cost
Miscellaneous			
Legal Notices	Each		At Cost
Permit Application Fees	Each		At Cost
Water Quality Analysis			At Cost
Field Supplies	Each		At Cost
Water Level analysis Equipment	Day		At Cost
Water Quality Analysis Equipment	Day		At Cost
Specialty Software	Each		At Cost
Electronic Media			
Compact Disc	Each		1.00
DVD	Each		1.50
¹ "At Cost" Items will be billed without markup.			
² Travel Costs in accordance with Orange County Travel Policy.			
³ Orange County maximum mileage cost. Local mileage will only be considered if included in cost proposal and justified.			

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 95.525(3), Florida Statutes.

Sincerely,



Willie E. Thomas, P.E.
President

1/18/2024

Date





May 20, 2024

Craig Duxbury
WSP

Re: Price Quote for Orange County Contract

Dear Craig:

DB Environmental is pleased to submit a quotation for the parameters listed below.

Report Turn-Around: 20 Business Days

Matrix: Surface Water

Parameter	Analysis Method	Unit Cost
Alkalinity as CaCO ₃	SM 2320 B-2011	\$26.00
Ammonia-N	SM 4500-NH ₃ G-2011	\$35.50
Total Calcium	SM 3111-B-2011	\$40.00
Dissolved Calcium	SM 3111-B-2011	\$23.75
Apparent Color	SM 2120 B-2011	\$31.50
Orthophosphate as P	SM 4500-P F-2011 or DBE SOP OPO ₄	\$34.00
Total Phosphorus	SM 4500-P F-2011	\$30.25
Total Soluble Phosphorus	SM 4500-P F-2011	\$30.25
Total Suspended Solids	SM 2540 D-2015	\$33.75
Sulfate	SM 4110 B-2011	\$49.00
Total Organic Carbon	SM 5310 B-2014	\$35.00
Dissolved Organic Carbon	SM 5310 B-2014	\$35.00
		\$404.00

Report Turn-Around: 30 Business Days

Matrix: Sediment

Parameter	Analysis Method	Unit Cost
%Dry Weight	ASA 21-2	\$16.25
Bulk Density	ASA 13	\$18.25
Grinding (processing)	n/a	\$20.75
Total Phosphorus	DBE SOP TP	\$40.00
P fractionation referenced in Meis et al., 2012 (Modified)		\$595.00
NH ₄ Cl TSP*	DBE SOP TP	
NaHCO ₃ /Na ₂ S ₂ O ₄ TSP**	DBE SOP TP	
NaOH SRP***	DBE SOP OPO ₄	
NaOH TSP	DBE SOP TP	
NaOH TSP minus NaOH SRP†	Calculation	
HCl TSP††	DBE SOP TP	
Residual TP	DBE SOP TP	
Porewater Extraction and Analysis		\$121.00
Porewater SRP	DBE SOP OPO ₄	
Porewater NH ₃ -N	SM 4500-NH ₃ G-2011	
Total Calcium	EPA/SW 7140	\$44.50
Total Carbon	DBE SOP MVP	\$38.75
Total Nitrogen	DBE SOP MVP	\$38.75
Total Organic Carbon	DBE SOP MVP/COE 3-73	\$51.25
Volatile Solids	EPA/COE 3-59	\$23.00
		\$1,007.50

Reference

Meis, S., Spears, B.M., Maberly, S.C., O'Malley, M.B., Perkins, R.G. 2012. Sediment amendment with Phoslock® in Clatto Reservoir (Dundee, UK): Investigating changes in sediment elemental composition and phosphorus fractionation. *J. Environ. Manag.*; 93, 185-193.

*NH₄Cl TSP = Labile P

**NaHCO₃/Na₂S₂O₄ TSP = Reductant-Soluble P

***NaOH SRP = Metal-Oxide Adsorbed P

†NaOH TSP minus NaOH SRP = Organic P

††HCl TSP = Apatite Bound P

If you have any questions or concerns, please contact me at nancy@dbenv.com.

Sincerely,


Nancy Chan
Laboratory Manager



**Orange County Continuing Water Quality Professional Services
Y23-905-MB**

Base Rate	100%
Overhead & Fringe Benefits	195.42%
Subtotal	295.42%
Profit (12%)	0.35

Overall Multiplier	3.31	-->Limit to 2.99
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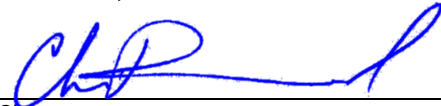
Labor Category	Classification Basic Hourly Rate	Overall Multiplier	Billable
Senior Principal Engineer*	\$98.00	2.99	\$293.02
Principal Engineer	\$89.78	2.99	\$268.45
Senior Engineer/Scientist	\$64.90	2.99	\$194.05
Project Engineer/Scientist II	\$53.04	2.99	\$158.60
Project Engineer/Scientist I	\$42.40	2.99	\$126.79
Staff Engineer/Scientist	\$36.13	2.99	\$108.03
CAD/Designer	\$40.87	2.99	\$122.19
Intern	\$25.87	2.99	\$77.35
Administrative*	\$30.00	2.99	\$89.70

Note: * denotes reduced Classification Basic Hourly Rate

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Chad Drummond, President

Print Name, Title


Signature

March 27, 2024

Date



DRUMMOND CARPENTER, PLLC

Statement of Direct Labor, Fringe Benefits, and General Overhead

For the Year Ended December 31, 2023

Description	Financial Stmt Expense	Unallowable Costs	Reference	Total	% of Direct Labor
Direct Labor	<u>\$ 945,481</u>	<u>\$ -</u>		<u>\$ 945,481</u>	<u>100.00%</u>
INDIRECT COSTS					
Fringe Benefits:					
Total Fringe Benefits	<u>297,477</u>	<u>(1,668)</u>		<u>295,809</u>	<u>31.29%</u>
General Overhead:					
Total General Overhead	<u>1,671,931</u>	<u>(125,027)</u>		<u>1,546,904</u>	<u>163.61%</u>
Total Indirect Costs	<u>\$ 1,969,408</u>	<u>\$ (126,695)</u>		<u>\$ 1,842,713</u>	<u>194.90%</u>
Facilities Capital Cost of Money				<u>\$ 4,894</u>	<u>0.52%</u>
Overall Multiplier					295.42%

16 February 2024

REIMBURSEABLE EXPENSES

Orange County Contract: Continuing Water Quality Professional
Services Orange County Contract Number: Y23-905

Photocopies	Units	Rate per Unit	
B/W Copies - 8.5" x 11"	copy	\$0.05	
B/W Copies - 11" x 17"	copy	\$0.10	
Color Copies - 8.5" x 11"	copy	\$1.00	
Color Copies - 11" x 17"	copy	\$2.00	
Scans	Units	Rate per Unit	
Large Format - 24"x36"	sheet	\$30.00	
Large Format - 36" x 48"	sheet	\$60.00	
Full Size Plots	Units	Rate per Unit	
Color Plots (up to 48" x 48")	sq.ft	\$7.00	
B/W Plots (up to 48" x 48")	sq. ft	\$1.00	
Gator Board (up to 48" x 48")	sq. ft	\$14.00	
Miscellaneous Reproduction	Units	Rate per Unit	
Flash Drive/ USB Drive	each	\$20.00	
Cloud Storage of Project Data	month	\$50.00	
Report Binders up to 1.5"	each	\$20.00	
Report Binders 2" - 3"	each	\$25.00	
Report Binders 3"-4"	each	\$30.00	
Courier and Delivery	Units	Rate per Unit	
Delivery within Orange County	delivery	\$25.00	
Delivery outside of Orange County	delivery	\$50.00	
Field Expenses (Rates Based on Usage Time)	Daily	Weekly	4 Weeks
Water Level Meter	\$40.00	\$75.00	\$190.00
Continuous Water Level Logger (e.g., In-Situ Troll 700)	\$130.00	\$300.00	\$800.00
Multiparameter Water Quality Meter with Flow Cell	\$225.00	\$580.00	\$1,350.00
Turbidity Meter	\$40.00	\$110.00	\$300.00
Consumable Field Sampling Supplies (gloves, tubing, etc)	\$50.00	N/A	N/A
Manual Tools (shovel, simple hand drill, post holer, etc.)	\$50.00	N/A	N/A
Stormwater Autosampler (ISCO 6712)	N/A	N/A	\$600.00
Rain Gage (ISCO)	N/A	N/A	\$325.00
Area Velocity Flow Module (ISCO 750)	N/A	N/A	\$325.00
ISCO Bubbler Flow Module (730)	N/A	N/A	\$325.00
Hydrologic Flow/ Stage Meter (ISCO 2150)	N/A	N/A	\$500.00
Datalogger, Controller (e.g Teledyne Signature)	N/A	N/A	\$300.00
Deployed Equipment Housing (e.g., for Autosampler)	N/A	N/A	\$150.00
GPS Unit (e.g., Geode)	\$350.00	\$800.00	\$1,850.00
Schonstedt Magnetic Pipe & Cable Locator	\$90.00	\$275.00	\$700.00
Mobile Data GIS Tablet (e.g., iPad Pro + accessories)	\$75.00	\$150.00	\$300.00
Peristaltic Pump	\$50.00	\$115.00	\$300.00
Trash Pump, 2"	\$100.00	\$350.00	\$700.00
Generator (battery charging)	\$200.00	\$450.00	\$1,150.00
Solar Panel 100-200W	N/A	N/A	\$80.00
Battery, Marine (w/charger)	\$40.00	\$90.00	\$225.00
Hand Auger	\$30.00	\$70.00	\$175.00

AMS Split Core Sampler, 2" x 6" or 2" x 12"	\$50.00	\$125.00	\$350.00
Drainage Structure Inventory Tools (manhole key, etc.)	\$10.00	\$25.00	\$60.00
Field truck	\$125.00	N/A	N/A
Field Expenses (Rates Based on Usage Time)	Daily	Weekly	4 Weeks
Row Boat with Trolling Motor	\$125.00	\$260.00	\$625.00
Pontoon Boat	\$350.00	N/A	N/A
SCUBA Diving Gear (per person)	\$125.00	N/A	N/A
Lake Seepage Meter	N/A	N/A	\$200.00
Passive Flux Meter (Multi-Sample, Multi-Parameter)	N/A	N/A	\$3,000.00
Pushpoint Pore Water Sampler	\$175.00	\$525.00	\$1,575.00
Multi-gas Monitor (O2/CO/CO2/PID)	\$110.00	\$260.00	\$890.00
Tripod Rescue System (tripod and winch)	\$200.00	N/A	N/A
Confined Space Blower	\$50.00	\$140.00	\$380.00
Full-Body Harness	\$25.00	N/A	N/A
Power Tool Set for Major Equipment Installation	\$100.00	\$175.00	\$275.00
Sontek FlowTracker Handheld ADV	\$275.00	\$715.00	\$1,550.00
Weather Station (e.g., Davis Pro)	\$75.00	\$200.00	\$550.00
Field Expenses (Miscellaneous)	Units	Rate per Unit	
Field Sampling Filter (0.2/0.45 micron)	each	\$50.00	
UAV (Drone) with Mounted Camera	daily	\$650.00	
Mounting Pad (e.g., Hurricane Pad for Deployed Equipment)	each	\$200.00	
Sediment Core Sampler	daily	\$25.00	
Biobase Habitat Plus, w/ Instrument	daily	\$250.00	

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Water - Bacteria

TAT: 7_Days (Business Days)

Matrix	*	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water		Colilert-18	Fecal Coliform	--	1	\$ 36.00	\$ 36.00
Water		9223B	E. Coli	--	1	\$ 36.00	\$ 36.00
Water		Enterolert	Enterococci	--	1	\$ 36.00	\$ 36.00
Total Water - Bacteria							\$ 108.00

Water - General Chemistries

TAT: 7_Days (Business Days)

Matrix	*	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water		SM 5310C	Total Organic Carbon	--	1	\$ 40.00	\$ 40.00
Water		300.0	Bromide, Chloride and Sulfate	Bromide	1	\$ 21.00	\$ 21.00
				Chloride	1	\$ 21.00	\$ 21.00
				Sulfate	1	\$ 21.00	\$ 21.00
Water		SM 2540D	Total Suspended Solids	--	1	\$ 18.00	\$ 18.00
Water		SM 2540C	Total Dissolved Solids	--	1	\$ 18.00	\$ 18.00
Water		SM 2320B	Alkalinity	--	1	\$ 21.00	\$ 21.00
Water		SM 2340B	Hardness as CaCO3	--	1	\$ 36.00	\$ 36.00
Water		200.7 Rev 4.4	Aluminum and Iron	Aluminum	1	\$ 18.00	\$ 18.00
				Iron	1	\$ 18.00	\$ 18.00
Total Water - General Chemistries							\$ 232.00

Water - Additional Chemistries

TAT: 7_Days (Business Days)

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Project: Orange County, Isotopes

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Matrix	*	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water		180.1	Turbidity	--	1	\$ 24.00	\$ 24.00
Water		SM 10200H	Chlorophyll-a	--	1	\$ 75.00	\$ 75.00
Water		2120B-2011	Color	--	1	\$ 21.00	\$ 21.00
Water		365.1	Low Level Phosphorus	--	1	\$ 36.00	\$ 36.00
Water		365.1	Orthophosphate as P	--	1	\$ 24.00	\$ 24.00
Total Water - Additional Chemistries							\$ 180.00

Water - Nitrogen Series

TAT: 7_Days (Business Days)

Matrix	*	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water		351.2	Total Kjeldahl Nitrogen as TKN	--	1	\$ 40.00	\$ 40.00
Water		300.0	Nitrate Nitrogen and Nitrite Nitrogen	Nitrate as N	1	\$ 24.00	\$ 24.00
				Nitrite as N	1	\$ 24.00	\$ 24.00

Water - Nitrogen Series

TAT: 7_Days (Business Days)

Matrix	*	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water		300.0	Nitrate + Nitrite Combined as NOX	--	1	\$ 24.00	\$ 24.00
Water		350.1	Ammonia as N	--	1	\$ 30.00	\$ 30.00
Water		Total Nitrogen	Total Nitrogen Calculation (requires NO2+NO3+TKN)	--	1	\$ 10.00	\$ 10.00
Water		Nitrogen,Org	Total Organic Nitrogen Calculation (Requires TKN-NH3)	--	1	\$ 10.00	\$ 10.00
Total Water - Nitrogen Series							\$ 162.00

Water - "Isotopes"

TAT: 15_Days (Business Days)

(to be analyzed by Isotech Laboratories Inc)

Matrix	*	Method	Test Description	Analyte	Quantity	Unit Price	Extended Price
Water	1	Subcontract	15N/14N (d15N) and 18O/16O (d18O)	--	1	\$ 525.00	\$ 525.00
Total Water - "Isotopes"							\$ 525.00

* See Footnotes in Detail Section

****Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.**

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Quote Other Charges

Description	Quantity	Unit Price	Extended Price
Safe and Environmentally Responsible Waste Management (per sample)	1	\$ 5.00	\$ 5.00
Shipping Charges to Isotch Labs - \$45 per sample (Champaign, IL)	0	\$ 25.00	\$ 0.00
Shipping Charges to Isotope Tracer - \$65 each (Waterloo, Ontario)	0	\$ 50.00	\$ 0.00
Unit rate - 0.45 Micron In-Line Filter; if needed	0	\$ 15.00	\$ 0.00
Minimum Total Invoice per analytical receipt (for details see T&Cs)	0	\$ 150.00	\$ 0.00
Total Other Charge			\$5.00

Total Other Charges	\$ 5.00
Total Analysis Charges	\$ 1,207.00
Grand Total for Quote 67004240	\$ 1,212.00

PROJECT DETAILS

Footnotes

The text for any footnote flags shown on the quote pricing page is shown below:

- (1-L) of sample is required - no preservative

- Must be shipped on ice or frozen

- Hold Time - Ideally, the same day; however, if the samples are kept cold after collection (filtering is a plus) the suggested hold time is 4 weeks.

It is recommended that some samples should be field filtered. This is to help minimize the bacterial reactions that could occur and effect the specific constituent of interest such as nitrates and sulfates. When the sample is field filtered using at least a <0.45 micron filter most of the solid particles and much of the bacteria are removed from the sample. The majority of bacteria in the groundwater adhere to particulate matter, so when you remove most of the particles from the water sample then you are removing most of the bacteria as well. Besides that, a lot of bacteria are actually larger than 0.45 microns so you are also removing microbes that are not adhering to the particles too. So, field filtering enhances the quality of the water sample, especially for analyses involving dissolved nitrate, dissolved sulfate, and DIC. Not all bacteria adhere to particulate matter, some may be free floating and thus it is also important to keep the samples cold from the point of taking the sample in the field to shipping the sample to the laboratory. Thus, both field filtering and keeping the samples cold in the field and during shipment are important for sample integrity.

- The nitrate concentration is ran as a screen at the lab. This process is for the analyst and in house use only; thus, these concentrations are not reported. (NO Additional Cost)

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Eurofins Southeast Ts&Cs

Eurofins Environment Testing Southeast Business T&C

Confidentiality -

This quote has been prepared by Eurofins Environment Testing Southeast (EETSC), solely for the use of the customer to whom it is addressed in evaluating Eurofins Environment Testing Southeast's qualifications and capabilities in connection with a particular project. The user of this document agrees by its acceptance to return it to Eurofins Environment Testing Southeast upon request and not to reproduce, copy, lend, or otherwise disclose its contents, directly or indirectly, and not to use it for any purpose other than that for which it was specifically provided. The user also agrees that where consultants or other outside parties are involved in the evaluation process, access to this document shall not be given to said parties unless those parties also specifically agree to these conditions. In the absence of signed acceptance, the submittal of samples will indicate acceptance of this quotation.

Terms and Conditions -

This quotation is based solely upon Eurofins Environment Testing Southeast's standard product (routine QA/QC, detection limits, deliverables, and standard turnaround times) and noted exceptions herein. The discounts incorporated into the pricing are based upon the sample quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to Eurofins Environment Testing Southeast's Terms and Conditions **unless alternative terms have been agreed to in writing**. Submittal of samples will indicate acceptance of this quotation.

Relinquishment of samples constitutes a valid purchase order from the client company to Eurofins Environment Testing Southeast, its affiliates, and subcontractors. It assigns standard terms and conditions of service. Eurofins Environment Testing Southeast standard payment terms are net 30 days upon credit approval if not approved payment upfront will be required. Eurofins Environment Testing Southeast will be liable only for the cost of samples and shall not assume any responsibility for any losses or expenses incurred by the client if such losses are due to circumstances beyond the control of Eurofins Environment Testing Southeast.

SERWM -

A fee, notated as Safe and Environmentally Responsible Waste Management (SERWM), will be applied to all invoices for each sample processed by the laboratory.

PROJECT SETUP

Field Sampling Products -

Eurofins Environment Testing Southeast can provide field sampling products upon request and these products are billable to the client at the time of shipment.

Field sampling products may include, but are not limited to:

- VOA sampling devices, preservation kits, ISM supplies, tubing, and filters
- Industrial Hygiene media, surface sampling wipes, source sampling traps

The cost of the soil sampling devices is not included in the quoted rates for volatile analysis.

Core Samplers

- 5-gram Core N' One and EnCore samplers are available at \$15 each (three required per sample).

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- Disposable Core N' One T-Handles are available at \$15 each.
- Eurofins Environment Testing Southeast does not supply EnCore T-Handles.

Field Preservation

- TerraCore Kits (varied) - quoted based on client required configurations
- Disposable Lock N' Load Handles are available at \$12 each.

If any sampling supplies for soil VOCs are requested, they will be included in the quote under Other Charges.

• Shipping and coolers

Coolers not received back by the projected deadline or as agreed with the PM may be charged at \$30 per cooler. Similarly, if the sample containers received as samples are less than 90% of the containers provided, the sample containers not received as samples will be charged at a flat rate of \$1 per container.

Eurofins Environment Testing Southeast does not supply wet ice or blue ice for shipments. If shipping containers are not returned within 60 days, a charge for the containers will be billed at the current market rate. Please contact your PM for the current charges.

Courier Services and Sample Pick-Up -

Courier Services are offered by some Eurofins Environment Testing Southeast facilities. Where offered, the cost of the services will vary based on the distance traveled, the scope of the project being supported, and whether sufficient notice (typically 48 hours) is provided to facilitate efficient scheduling. If no details are described in this quotation and you are interested in learning more about courier options, please contact your Client Relations Manager or Project Manager to inquire about availability and cost.

Minimum Log-In Charges -

Eurofins Environment Testing Southeast's minimum charge is **\$150** for a group of samples received together for analysis. Our minimum invoice value is \$150.

These terms will be enforced unless previously negotiated in a contract.

QC Limit Disclaimer -

The laboratory's reporting limits, detection limits, and control limits are subject to change as these values are updated periodically to reflect analytical sensitivity and capability.

Turnaround Time -

- Quoted Turnaround Time - Data will be delivered at the proposed turnaround time in Business Days from Sample Receipt unless otherwise agreed upon. TAT begins the day the laboratory performing analyses receives the samples (day of lab receipt = day zero).

Samples received after 4:00 PM will be considered received the next business day.

- Expedited Turnaround Time: Expedited turnaround times may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed-upon delivery date/time and number of samples. Samples received after 4:00 PM will be considered received the next business day. Results will be provided via e-mail or TotalAccess by close of business in the lab's time zone unless another time has been agreed to in advance.

Expedited turnaround time surcharges for standard analyses are:

- 4 Business Days TAT = 25%

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- 3 Business Days TAT = 50%
- 2 Business Days TAT = 75%
- 1 Business Day TAT = 100%
- Same Day TAT = 200%

Different surcharges may apply for specialty analyses. These will be provided in your quotation. Weekend TAT can be arranged on a project-specific basis at an additional cost. Please contact your PM to inquire about availability and cost.

PROJECT DELIVERABLES

Eurofins Environment Testing Southeast will provide two analytical report formats, a final report in PDF format and a standard Eurofins Environment Testing Southeast EDD. Both electronic report formats will be delivered via email or web portal. If additional formats or retroactive deliverables are requested, costs of report generation will be billable.

Charges will be based on labor and materials, cost of report generation, and data retrieval. Please contact your PM to inquire about availability and the price of additional deliverables.

- **Report Format:** Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation includes delivery of a Level I or II report. Level III or IV reports are available at an additional charge.
- **Electronic Data Deliverable Format:** Eurofins Environment Testing Southeast has many EDD formats available to our clients including the most widely used commercial formats. Eurofins Environment Testing Southeast offers data using a standard EDD. Other EDD formats are available for a minimal cost of \$25 per format (if not included as part of the report options listed in the quotation). The development of EDD formats that are not already available, including modification to existing formats to fit client-specific needs, can be provided for a fee starting at \$100. Additional fees will be estimated by the lab and approved by the client. Additional programming fees are billed at \$75/hour.

PROJECT SPECIFICATIONS

Cancellation Fee -

A fee will be charged for the cancellation of samples/analyses after a project is received in the laboratory. The fee will be based on the status of analysis at the time of cancellation in accordance with the following categories:

- Received - 35%
- Prepped - 50%
- Analyzed - 95%

Changes in Scope and Work Revisions -

Project requirements must be agreed upon prior to sample receipt. Samples will be logged according to the chain of custody received with the samples. Changes after initiation of the project will be subject to additional charges, including labor time required to reset project, communicate changes to laboratory staff, and rework data. Turnaround time will be reset, or rush surcharges will be assessed where applicable. Analyses added with less than 1/2 of the analytical hold time remaining will incur rush turnaround charges. Your project manager will evaluate project-specific charges at the time a change order is received.

Held Samples -

- **Held samples not analyzed:** Samples submitted on hold will be billed at \$20 per sample, plus any applicable TerraCore/Encore/Specialty kit fees, which will be billed separately, including but not limited to canisters, flow regulators, low-level analysis, etc. If samples are later analyzed, the handling fee will be waived and only the analysis price will be charged. Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued unless alternate archival arrangements are made in advance.
- **Extracted/Prepped and Held samples:** Samples submitted for prep and hold will be billed at 60% of the analysis fee for each prepped sample (minimum \$30/sample). Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush

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turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued unless alternate archival arrangements are made in advance.

- Extended archival of samples: Extended archival of samples (including held samples) may be available for a fee starting at \$2 per container per month (minimum \$10/sample). This fee will be billed in advance on a quarterly basis for every quarter after the standard sample retention time of 30 days after the report is issued. Fees for larger volumes, non-standard matrices, or cold storage will be negotiated on a case-by-case basis. Please contact your PM to inquire about availability and pricing for samples that are sent to the lab and archived.

These terms will be enforced unless previously negotiated in a contract.

Matrix Spike/Spike Duplication (MS/MSD) Samples -

When MS/MSDs are not specifically requested, Eurofins Environment Testing Southeast will strive to perform the required QC using whatever sample is available but will not report the QC results unless the client requests it. The reporting of client-requested MS/MSD results will be charged at applicable unit rates. If MS/MSDs are specifically required or requested, the client must provide additional sample volume.

Multiple Dilutions Analyzed -

Eurofins Environment Testing Southeast strives to analyze samples without dilution or with the minimum dilution required. Samples are diluted to bring the primary analyte within the calibration range of the instrument, to compensate for matrix co-extractives, or to prevent instrument contamination. Eurofins Environment Testing

Southeast will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. If project-specific data quality objectives require additional runs, analyses will be billable unless otherwise noted in this quote. Please contact your PM to inquire about the availability of this service for your project.

Sample Disposal -

Eurofins Environment Testing Southeast will dispose of non-hazardous samples, sample extracts, and digestates 30 days after the final report is issued. Charges for disposal of non-routine or uniquely hazardous samples will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client.

Special Sample Handling Fees -

Unit prices assume that samples are a single-phase matrix and that analyses can be performed in accordance with the laboratory's standard analytical procedures. If additional handling is required, additional fees may apply. Examples of special handling include (but are not limited to):

- Matrices requiring additional dilutions or special clean up steps
- Multiphasic samples requiring separate preparations and/or analyses
- Particle size reduction or special sub-sampling procedures
- Extra disposal costs for unique waste streams
- Foreign Soil Fees

Trip Blanks -

Eurofins Environment Testing Southeast typically provides trip blanks with our sample kits containing volatile analysis. When samples are received at the laboratory with trip blanks, the lab will analyze, report, and charge the unit rate for the analysis. Please add this sample to your chain of custody. If you do not want the trip blank analyzed, please note this on the COC.

ADDITIONAL BUSINESS TERMS AND CONDITIONS

Environmental Management Fee

If this fee is included in the Other Charges section of the pricing page, a fee equal to the listed percentage of the total invoice amount will be applied to all work done under this quotation. The Fee will appear as a separate line item on each invoice. In the absence of any other firm pricing agreements, your sending work to us under this quotation will signify your acceptance of responsibility for payment of the Fee.

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Field Parameters -

pH, Temperature, and Dissolved Oxygen analyses, along with Residual Chlorine screening, are properly performed and treated in the field at the time of sample collection. Laboratory analysis may result in a holding time exceedance qualifier.

Network or Subcontract Labs -

- Networking: Eurofins Environment Testing Southeast reserves the right to perform the services at any laboratory in the Eurofins Environment Testing Southeast network unless the Client has required a particular location for the work.
- Subcontracting: Eurofins Environment Testing Southeast reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in Eurofins Environment Testing Southeast's sole judgment, it is reasonably necessary, appropriate, or advisable to do so. Eurofins Environment Testing Southeast will make every effort to notify the client prior to delivering samples to an out-of-network laboratory. Eurofins Environment Testing Southeast will in no way be liable for any subcontracted services (outside the Eurofins Environment Testing Southeast network) except for work performed at laboratories that have been audited and approved by Eurofins Environment Testing Southeast.

Price Surcharge Due to Sample Volume -

Unless dictated by contract, this quotation is based on the scope of work defined in the quote request.

Professional and Administrative Services -

A variety of professional and administrative services are available. Prices for services not specifically detailed in this quotation will be billed in accordance with Eurofins Environment Testing Southeast's Professional Rate Schedule.

Taxes -

Where reports are issued in or delivered to a state which assesses sales tax on Eurofins Environment Testing Southeast's services, applicable sales taxes will be added to the invoice as required by law, unless an appropriate sales tax exemption form is on file with Eurofins Environment Testing Southeast.

rev. 1/3/2022

FEE QUOTATION PROPOSAL

Re: ORANGE COUNTY CONTRACT # Y23-905B - CONTINUING WATER QUALITY PROFESSIONAL SERVICES

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Orange County. These rates will be used throughout the duration of the Contract:

Base Rate	100%
Overhead & Fringe Benefits	120%
Subtotal	220%
Profit (10%)	0.22

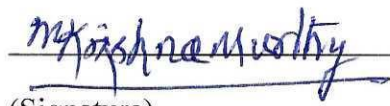
OVERALL MULTIPLIER **2.42**

Individual classification for personnel hourly rates are as follows:

Classification	Basic Hourly Rate	Overall Multiplier	Billable Hourly Rate
Dr. M. Krishnamurthy President	\$70.00	2.42	\$169.40

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

M. Krishnamurthy, President
(Printed name and title)


(Signature)

January 17, 2024
(Date)

Client: WSP USA Environment & Infrastructure, Inc
Contact: Craig Duxbury

Quote ID: Q2024510.0001
Date Quoted: 05/10/2024

Following is a table detailing the per sample cost based on the objectives for this study.

Sampling Event:

Qty.	Analysis	Per Sample Cost (USD)	Extended
1	Water		
	CENSUS-DNA (Human Associated Bacteroidetes--HF183)	\$330	
	CENSUS-DNA (Dog Bacteroidetes--DBACT)	\$90	
	CENSUS-DNA (Gull (Catellicoccus sp.)--GULL-CAT)	\$90	
	CENSUS-DNA (Ruminant associated Bacteroidetes--Rum2Bac)	\$90	
	CENSUS-DNA (Ruminant associated Bacteroidetes--BacR)	\$0	
	Sub-Total	\$600.00	\$600.00
	Total of Items		\$600.00
	Total Event Cost (USD):		\$600.00

*For all CENSUS (qPCR) analysis the 1st target is at the higher price than each additional target thereafter.

Notes:

Sample Cancellation Policy

We understand that on rare occasions our clients may want to cancel an order or analysis of individual samples. However, because samples are processed promptly upon receipt, the following cancellation surcharges apply. If cancellation is within 24 hours of sample receipt there will be no charge. If cancellation is between 24 hours up to 3 working days, there will be a 50% surcharge to cover our processing to that point. After 3 working days the full charge will apply. There is a \$25/sample processing fee if samples are submitted on hold and are later canceled.

Sampling Supplies

We will gladly provide upon request at no additional charge the *Bio-Flo filters* (Laboratory Preferred for groundwater if using a pump), poly bottles or Whirl-Pak bags for soil along with instructions, COC forms (w/duplicate copies) and sampling labels for your convenience and quality assurance.

Any sample collection supplies will be shipped FedEx ground unless expedited shipping is requested.

MI does not cover any international shipping charges. For expedited (2nd day or Overnight) or international shipping, we require client's FedEx account number prior to shipping.

It is the client's responsibility to ship samples back to laboratory. MI does not cover any return shipping costs.

Filtration and Waste Fee

Our lab prefers that water samples be collected using our Bio-Flo filters, which are provided free of charge and can be connected to a low-flow or bladder pump at your site. These filters easily collect and preserve microbial samples as well as decrease the overall shipping costs. We can also process samples collected in 1L polycarbonate bottles, but please note that submitting samples in 1L bottles will incur a \$50 per sample filtration and waste fee.

Report format and EDD

This quote is for the standard MI report and standard MI EDD (when applicable). Any deviation from the standard report will result in a surcharge.

Requests for a MI Level III data package will entail an additional 15% surcharge. Allow an additional 1 - 2 weeks after the Standard Report is completed for the Level III data package to be sent.

Requests for a MI Level IV data package will entail an additional 25% surcharge. Allow an additional 1 - 2 weeks after the Standard Report is completed for the Level IV data package to be sent.

EDD formats different from the standard MI EDD will entail a 5% surcharge. Please inquire to find out the availability of the EDD being requested.

If you need an example of these formats, please contact an MI representative.

Payment Terms

Standard Payment terms are Net 30.

If paying via Wire Transfer, please check with your financial institution to determine the fee they will charge you to perform the wire transfer. Please add this fee amount to the balance you owe Microbial Insights, Inc. when initiating payment via wire funds transfer so that your payment to us is not reduced by your bank's outgoing wire fee.



Southern Research Laboratories, Inc.
Southern Research Laboratories, Inc

2024 Laboratory Rates		
Client: WSP Orange County Y24-906 Continuing Water Quality		
Laboratory Analysis		
All quotes are based on 7-10 business day turn-around		
Test Parameters	Aqueous	Non-Aqueous
Antimony	\$15.00	\$18.00
Arsenic	\$15.00	\$18.00
Barium	\$15.00	\$18.00
Beryllium	\$15.00	\$18.00
Cadmium	\$15.00	\$18.00
Chromium	\$15.00	\$18.00
Chromium, Hexavalent (24hr Hold time)	\$40.00	NA
Copper	\$15.00	\$18.00
Lead	\$15.00	\$18.00
Mercury	\$35.00	\$45.00
Mercury Low Level Mercury (Hg), Water (1631)	\$125.00	NA
Nickel	\$15.00	\$18.00
Selenium	\$15.00	\$18.00
Silver	\$15.00	\$18.00
Thallium	\$15.00	\$18.00
Zinc	\$15.00	\$18.00
RCRA 8 Metals (As,Ba,Cd,Cr,Pb,Hg,Se,Ag)	\$135.00	\$170.00
Micron Filters (1.0 Micron Groundwater Filter (each)	\$25.00	NA
Volatile Organic Aromatics (VOAs) by GCMS	\$55.00	\$60.00
Volatile Organic Halocarbons (VOHs) by GCMS	\$70.00	\$75.00
VOAs/VOHs by GCMS	\$90.00	\$95.00
Volatile Organic Compounds (VOCs) by GCMS	\$125.00	\$130.00
1,4- Dioxane (Heated purge by 8260 SIM)	\$135.00	NA
Semi-Volatile Organic Compounds (SVOCs) by GCMS	\$325.00	\$330.00
Polynuclear Aromatic Hydrocarbons (PAH-SIM) by GCMS	\$110.00	\$120.00
Total Petroleum Hydrocarbons (TPH)	\$85.00	\$90.00
EDB (1,2-Dibromoethane) (8260SIIM)	\$60.00	\$65.00
Oil and Grease (1664)	\$125.00	NA
Organochlorine Pesticides (8081)	\$135.00	\$140.00
PCBs (8082)	\$90.00	\$95.00

279 Douglas Ave., Suite 1110
Altamonte Springs, Florida 32714
(407) 522-7100

Organophosphorus Pesticides (8141)	\$170.00	\$175.00
Chlorophenoxy Herbicides (8151)	\$195.00	\$200.00
Test Parameters	Aqueous	Non-Aqueous
Alkalinity	\$26.50	NA
Ammonia, Nitrogen	\$30.00	NA
BOD5 (Short hold Time)	\$50.00	NA
Chlorophyll-A	\$110.00	NA
Chloride	\$25.00	NA
COD	\$35.00	NA
Coliform, Fecal (Short hold Time)	\$50.00	NA
Coliform, Total (Short hold Time)	\$50.00	NA
Color (Short hold Time)	\$25.00	NA
Hardness, Total	\$42.00	NA
Moisture Content	NA	\$15.00
Nitrate (NO3) (Short hold Time)	\$26.50	NA
Nitrite (NO2) (Short hold Time)	\$26.50	NA
Nitrate/Nitrite (NOX)	\$50.00	NA
Nitrogen, Total	\$65.00	\$70.00
Nitrogen, Organic Dissolved	\$65.00	NA
Organic Content	NA	• \$40.00
pH (Short hold Time)	\$15.00	\$20.00
Phosphorus, Ortho (OP) (Short hold Time)	\$30.00	\$35.00
Phosphorus, Total (TP)	\$30.00	\$35.00
Phosphorus, Total (TP) LOW LEVEL	\$37.00	\$40.00
Total Kjeldahl Nitrogen (TKN)	\$35.00	\$40.00
Total Solids (TS)	NA	\$25.00
Total Dissolved Solids (TDS)	\$25.00	NA
Total Suspended Solids/Non-Filterable Residue (TSS)	\$25.00	NA
Turbidity (Short hold Time)	\$25.00	NA
Sediment Bulk Density	NA	\$75.00
Sediment Density	NA	\$75.00
Sulfate,	\$35.00	\$40.00
Volatile Solids	NA	\$30.00
TCLP Extraction (1311)	NA	\$75.00
SPLP Extraction (1312)	NA	\$75.00
SPLP 25g Encore (ZHE SPLP Encore Sampler)	NA	\$25.00

AIR, Miscellaneous charges

Volatile Organic Aromatics in Air by GCMS w/TLPH (EPA-18) Collected in Tedlar bag (3 day holding time) Preferred No Friday samples	\$112.00	NA
Extra Tedlar Bags	\$15.00	NA
Environmental Impact Fee (Per work order)	\$15.00	\$15.00
Sample Disposal Fees (Per sample)	\$3.00	\$3.00
Analyte free DI Water per Liter	\$7.00	NA

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Altamonte Springs, Florida 32714
(407) 522-7100

Holds OR Cancellations are subject to a \$7.00 fee per sample hold samples ~ not analyzed samples (\$7 per hold) are charged a slight fee to cover time to prepare, to login, costs for labels, etc.	\$7.00	\$7.00
Courier service (Local, per hour)	\$35.00	\$35.00
Sample preparation (Homogenized) Misc. Matrices	NA	\$25.00

- **Assuming Organic Content is equivalent to TOC.**

If applicable, Scheduled Rushes are as follows 1 day 200%, 2 day 100% ,3 day 75% ,4 day 50%

Short Hold times (24-48 hold times) should be delivered to the laboratory Monday-Thursday.

Sampling kits are provided, we will deliver locally or ship UPS or Federal Express ground.

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Altamonte Springs, Florida 32714
(407) 522-7100



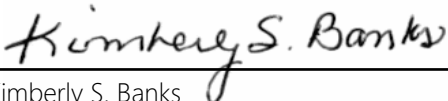
Analytical Service Quotation

Contact: Craig Duxbury
Client Name: WSP USA E&I Inc. - Altamonte Springs FL
Address: 550 Northlake Blvd.
Altamonte Springs, FL 32701
Phone: (407) 253-5438
Project: Orange County (FL) 5 year Contract

Printed: 1/18/2024
Effective: 1/18/2024

Description	Qty	TAT*	Unit Price	Extended Price
Matrix: Water				
PPCPs - Caffeine by Isotope Dilution LCMSMS EPA 1694M	1	25	\$325.00	\$325.00
PPCPs - Sucralose by Isotope Dilution LCMSMS EPA 1694M	1	25	\$325.00	\$325.00
Additional Items (if requested or applicable, will be charged at listed rates)				
Return Shipping - Client Responsibility	1		\$0.00	\$0.00
Bid Total:				\$650.00

Comments		
Analyte	MRL	Units
Sucralose	20	ng/l
Caffeine	4.0	ng/l



Kimberly S. Banks
Director of Business Development

* Subject to Capacity

Payment terms are NET 30 days from invoice date. New accounts require payment prior to the release of test results until a credit application has been approved. Weck Laboratories accepts credit card payments (VISA/Master Card, American Express). Credit application/credit card approval form and Weck Laboratories' terms & conditions can be found at www.wecklabs.com under Resources. Paperless reports (PDF) are included while mailed paper reports are available at additional cost.

Method Reporting Limits (MRL) and Method Detection Limits (MDL) are based upon specified sample volume or weight. When matrix interferences are apparent, sample amounts may be reduced during the preparation step and/or may be diluted prior to analysis. This is done to reduce analytical interference and instrumental contamination and will result in elevated MRL/MDL on the test report.

Afterhours fees apply to analytical processing that includes but is not limited to test set-up, extractions, digestions, transfers, analyses or readings. Special Courier Services afterhours, weekends, holidays, rush or large item transport are available on a per project quote basis. Field Services (courier or sampling) that are not cancelled 48 hours in advance are subject to charges covering travel and restocking expenses. Changes in analytical project requirements after work is underway in the lab or has been reported that necessitates re-analysis or re-processing of deliverables may incur additional fees.



Sampling Guide

Analysis	Method	Container	Preservation	Hold (days)	Amount Needed
PPCPs - Isotope Dilution LCMSMS					
Matrix: Water					
PPCPs - List A by Isotope Dilution LCMSMS	EPA 1694M	40-mL VOA Amb- NaN ₃ (8mg), AA (4mg)	<6°C, Sodium azide, Ascorbic Acid	21	40 mL
PPCPs - List C by Isotope Dilution LCMSMS	EPA 1694M	40-mL VOA Amb- NaN ₃ (8mg), AA (4mg)	<6°C, Sodium azide, Ascorbic Acid	21	40 mL

EXHIBIT C

TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT “C”

ORANGE COUNTY TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First class rates will only be approved if the County required an expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be \$0.56 cents per mile. Local mileage not allowed.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The **CONSULTANT** shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be \$80.00 per diem or the actual expenses for lodging at a single room rate at a “non-resort” type hotel located in the vicinity of the **COUNTY’S** administrative offices.
5. Meals shall be reimbursed as follows:

A.	Breakfast	\$ 6.00
B.	Lunch	\$11.00
C.	Dinner	\$19.00

Reimbursement for meals shall not apply to local employees of the **CONSULTANT**.

6. Other necessary identifiable travel expenses such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document, such as a receipt or invoice, with the employee’s name, project name, and brief explanation. These should be reconciled to the monthly invoice.

NOTE: THE COST OR EXPENSE FOR MEALS, VEHICLE MILEAGE, TOLLS, PARKING OR TAXIS, IF INCURRED WITHIN ORANGE COUNTY, SHALL NOT BE ELIGIBLE FOR REIMBURSEMENT.

REV:1/22

EXHIBIT “B”
SCOPE OF WORK/CONSULTANT’S PROPOSALS



550 Northlake Boulevard
Suite 1000
Altamonte Springs, FL 32701
wsp.com

September 19, 2024

Hsesh Burch, MS, EI, CFM
Staff Engineer
City of Ocoee
Public Works Department
301 Maguire Road
Ocoee, FL 34761

Via email: HBurch@ocoe.org

RE: City of Ocoee NPDES Monitoring Yr 1
WSP Project No. US-EI-600449.22

Dear Mr. Burch,

WSP Environment & Infrastructure USA, Inc. (WSP) is pleased to provide the following proposal for City of Ocoee NPDES Monitoring Yr 1.

INTRODUCTION

The City of Ocoee is required to monitor major stormwater outfalls within its jurisdiction to maintain compliance with its National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit. The City requested WSP to assist with the required monitoring. As part of the City's 2024-2025 NPDES monitoring program, WSP will continue monthly flow measurements and water quality sampling collection at stations OMO-001, OMO-002, OMO-003LOTT, and OMO-003MF as shown in Figure 1. WSP will continue to collect stormwater event samples from the station OMO-002 as the regional stormwater park has been completed.

TASK 1 - ATTEND PROJECT KICK-OFF MEETING

WSP representatives will attend a project kick-off meeting with representatives of the City to discuss the overall project objectives, scope of services, and project schedule. Additional monitoring locations will be discussed and identified during this meeting and a determination will be made regarding the location of the autosampler.

TASK 2 - NPDES MONITORING

- a. Surface Flow and Water Quality - WSP will collect surface water grab samples every month for up to twelve months, from up to four selected locations. Water samples will be delivered to SRL for the following analyses:

(1)	Total Kjeldahl Nitrogen (TKN)	(7)	Chl-a
(2)	Total Ammonia Nitrogen (TAN)	(8)	TSS
(3)	NO _x (nitrite + nitrate)	(9)	Alkalinity
(4)	Total Nitrogen (TKN+TAN)	(10)	Turbidity
(5)	Orthophosphate	(11)	Color
(6)	Total Phosphorus	(12)	<i>E. coli</i>

A total of 48 surface water sample sets will be collected (4 locations x 12 monthly collection events). Flow will be measured at each collection location during each sample event. Using a multimeter, water quality parameters will also be collected during at each location and will include pH, specific conductance, temperature, and dissolved oxygen (% saturation and concentration).

- b. Stormwater Quality – WSP will use an autosampler to collect and characterize flow-weighted stormwater samples at the specified location. The stormwater autosampler will be programmed to collect flow-weighted samples following rain events not less than 0.25 inches for a total of eight rain events (four in wet season and four in dry season, if possible).

A total of eight samples will be analyzed for the same parameters as surface water quality above. Samples will be transported to and analyzed by SRL.

TASK 3 - REPORTING

It is anticipated that a final report will be compiled for the NPDES outfall monitoring occurring between July 2023 and June 2024. The exact format of these reports will depend on discussions with FDEP and the City. Data collected between July 2024 and January 2025 will be included with the subsequent NPDES report. The report will include a summary of the data and an analysis of the findings.

SCHEDULE, DELIVERABLE, & BUDGET

WSP can commence work on the above scope of services immediately upon receipt of the signed attached “Acceptance Agreement” followed up by an approved purchase order.

The deliverable will include various documents as described above as well as periodic data and summary data reports following the completion of the 12-month data collection period.

The total budget for this project is estimated not to exceed **\$86,718.42**. The project will be invoiced monthly on a time and materials basis. WSP will not exceed the proposed total budget without advance approval from the City.

We look forward to continuing to work with the City of Ocoee. We pledge to provide our services in the exemplary fashion that the City has come to expect from WSP. This proposal is valid for a period of 60 days.



If you have any questions or require any additional information, please do not hesitate to contact us.

CLOSING

The attached budget summary includes WSP's current hourly rates provided to Orange County under Contract Y23-905-C.

We look forward to continuing our work with the County on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,

WSP USA Environment & Infrastructure Inc.

A handwritten signature in blue ink, appearing to read 'Lance Lumbard'.

Lance Lumbard, MS, MBA, CLP
Assistant Vice President /
Water Quality Management Lead

A handwritten signature in blue ink, appearing to read 'Christine Mehle'.

Christine Mehle, PE, CFM, ENV SP
Vice President, Florida Water Lead

LL/CM/spp

Attachments:

- ▶ A - Figure 1 – NPDES Locations
- ▶ B - Budget
- ▶ C - Southern Research Laboratories Quote

ATTACHMENTS

ATTACHMENT A

Figure 1 – NPDES Locations



Notes:

- 1- Project No.:600449X20
- 2- Data Source - ESRI StreetMap
SJRWMD, WSP
- 3- This map is intended to be
used for planning purposes
only. It is not a survey.

Date: 12/2/2022
Revised:RMS
Checked By:LL

Legend



 Sampling Locations

0 2,200 4,400 6,600
Feet



Figure 1
Ocoee NPDES
Sampling Locations
Orange County, Florida

ATTACHMENT B

Budget



Task Number and Name	Task 1 - Kickoff	Task 2 -- NDPDES Monitoring	Task 3 --Reporting	Total
Labor Cost:				
Title Hourly Rate	# hours Total	# hours Total	# hours Total	# hours Total
Principal \$299.46		3 \$898.38		3 \$898.38
Senior Project Manager \$235.25	2 \$470.50	4 \$941.00	4 \$941.00	10 \$2,352.50
Project Manager \$175.62	2 \$351.24	12 \$2,107.44	16 \$2,809.92	30 \$5,268.60
Senior Environmental Scientist \$164.53	\$0.00	6 \$987.18	24 \$3,948.72	30 \$4,935.90
Environmental Scientist \$120.89	\$0.00	96 \$11,605.44	40 \$4,835.60	136 \$16,441.04
Junior Environmental Scientist \$88.85	\$0.00	96 \$8,529.60	40 \$3,554.00	136 \$12,083.60
Project Coordinator \$82.71	2 \$165.42	18 \$1,488.78	8 \$661.68	28 \$2,315.88
Project Accountant \$96.09	2 \$192.18	18 \$1,729.62	8 \$768.72	28 \$2,690.52
	\$0.00	\$0.00	\$0.00	0 \$0.00
	\$0.00	\$0.00	\$0.00	0 \$0.00
	\$0.00	\$0.00	\$0.00	0 \$0.00
	\$0.00	\$0.00	\$0.00	0 \$0.00
	\$0.00	\$0.00	\$0.00	0 \$0.00
	\$0.00	\$0.00	\$0.00	0 \$0.00
	\$0.00	\$0.00	\$0.00	0 \$0.00
	\$0.00	\$0.00	\$0.00	0 \$0.00
Labor. Task Total	8 \$1,179.34	253 \$28,287.44	140 \$17,519.64	401 \$46,986.42
In House Usage:				
Item Description Unit Price (Raw)	Qty Total	Qty Total	Qty Total	Qty Total
Autosampler \$1,200.00		12 \$14,400.00		12 \$14,400.00
Flowmeter \$132.00		12 \$1,584.00		12 \$1,584.00
YSI \$156.00		12 \$1,872.00		12 \$1,872.00
Cartridge Filters (0.45 um) \$40.00		56 \$2,240.00		56 \$2,240.00
Peristaltic Pump \$60.00		16 \$960.00		16 \$960.00
In-House. Task	\$0.00	\$21,056.00	\$0.00	\$21,056.00
Subcontractor Cost (a):				
Subcontractor Name	Total	Total	Total	Total
SRL		\$18,676.00		\$18,676.00
Subcontractors	\$0.00	\$18,676.00	\$0.00	\$18,676.00
Total Task Cost	\$1,179.34	\$68,019.44	\$17,519.64	\$86,718.42

ATTACHMENT C

Southern Research Laboratories Quote

ESTIMATE

SOUTHERN RESEARCH LABS, INC.279 Douglas Ave., Suite 1110Altamonte Springs, FL 32714

sherri.payne@srlab.com+1 (407) 522-7100

WSP USA E&I:City of Ocoee NPDES Monitoring Y4

Bill to
Mr. Lance Lumbard
WSP USA E&I
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701

Ship to
Mr. Lance Lumbard
WSP USA E&I
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701

Estimate details
Estimate no.: 1465
Estimate date: 05/07/2024
Expiration date: 11/17/2024

Contact: Lance Lumbard/Robert Sheridan
Project Name: City of Ocoee NPDES Mon
Y4

#	Product or service	Description	Qty	Rate	Amount
1.	TKN, Water	Total Kjeldahl Nitrogen, Water (351.2)	56	\$35.00	\$1,960.00
2.	NO3/NO2 (NOX)	SM 4500NO3 H-201 (N02/N03) NOX	56	\$50.00	\$2,800.00
3.	Ammonia, Water	Nitrogen, Ammonia (350.1)	56	\$30.00	\$1,680.00
4.	Nitrogen, Total	Nitrogen, Total (calculation only)	56	\$0.00	\$0.00
5.	Phosphorus LL, Total, Water	Phosphorus, Total (365.4) Low-Level (low level TP is run as a non-aqueous)	56	\$37.00	\$2,072.00
6.	Ortho Phosphate, Water 365.1	Ortho Phosphate (365.1)	56	\$30.00	\$1,680.00
7.	TSS	Total Suspended Solids/Non-Filterable Residue (SM2540D)	56	\$25.00	\$1,400.00
8.	Alkalinity	Alkalinity, Total (CaCO3) (310.2)	56	\$26.50	\$1,484.00
9.	Color	Color (SM2120B) Apparent Color	56	\$25.00	\$1,400.00
10.	Turbidity	Turbidity 180.1	56	\$25.00	\$1,400.00
11.	Coliform, Fecal / E. Coli	Coliform, Fecal / E. Coli (Escherichia coli (SM9223B)	56	\$50.00	\$2,800.00
12.	Environmental Impact Fee	Environmental Impact Fee (Per work order)	1	\$15.00	\$15.00

13.	Disposal Fees	Sample Disposal Fees (Per sample)	56	\$3.00	\$168.00
14.	HOLDS	Holds OR Cancellations are subject to a \$7.00 fee per sample hold samples ~ not analyzed samples (\$7 per hold) are charged a slight fee to cover time to prepare, to make deliveries, to login, costs for labels, costs for disposal and materials adds up..etc	1	\$0.00	\$0.00

Total	\$18,859.00
--------------	--------------------

Expiry date	11/17/2024
-------------	------------



550 Northlake Boulevard
Suite 1000
Altamonte Springs, FL 32701

wsp.com

September 19, 2024

Hseth Burch, MS, EI, CFM
City Engineer
City of Ocoee
Public Works Department
301 Maguire Road
Ocoee, FL 34761

Via Email: hburch@ocoe.org

RE: City of Ocoee Lake Prima Vista Monitoring Yr 1
WSP Project No.: US-EI-600449.23

Dear Mr. Burch,

WSP USA Environment & Infrastructure Inc. (WSP) is pleased to provide the following proposal for Lake Prima Vista Monitoring Year One.

INTRODUCTION

The City of Ocoee (City) has requested WSP to assist in additional monitoring as required by the 4e Nutrient Reduction Plan (NRP) for Lake Prima Vista. The NRP was developed as an alternative to a Total Maximum Daily Load (TMDL) for the lake by the Florida Department of Environmental Protection (FDEP). This proposal covers the fifth year of data collection and reporting.

TASK 1 - ATTEND PROJECT KICK-OFF MEETING

WSP representatives will attend a project start-up meeting with representatives of the City to discuss overall project objectives, scope of services, and project schedule.

TASK 2 - LAKE PRIMA VISTA MONITORING

WSP will collect water samples once per month for up to twelve months, from one location in Lake Prima Vista and one location in Starke Lake. Samples will be collected from 0.5 m in depth, in the same location as in Years 1 through 4 (the deepest area of the lake) and the same location as the surface water sample from the Starke Lake Assessment completed by WSP. Water samples will be delivered to Southern Research Laboratories (SRL) for following analyses:

- | | | | |
|-----|-------------------------------------|------|----------------|
| (1) | Total Kjeldahl Nitrogen (TKN) | (7) | Chl-a |
| (2) | Total Ammonia Nitrogen (TAN) | (8) | TSS |
| (3) | NO _x (nitrite + nitrate) | (9) | Alkalinity |
| (4) | Total Nitrogen (TKN+TAN) | (10) | Turbidity |
| (5) | Orthophosphate | (11) | Color |
| (6) | Total Phosphorus | (12) | <i>E. coli</i> |

A total of 24 surface water sample sets will be collected (2 locations x 12 monthly collection events). Secchi depth measurements will also be collected at the same time of water quality sampling. A multimeter will be used to conduct depth profile measurements pH, specific conductance, temperature, and dissolved oxygen (% saturation and concentration) every one-half meter.

TASK 3 - REPORTING

WSP will prepare a summary technical memo to include a review of the period of record data collected from Lake Prima Vista as well as Starke Lake and a discussion relative to the Year 5 data for Lake Prima Vista and the year of monitoring for Starke Lake. WSP will include all field reports and laboratory reports as part of the technical memo.

SCHEDULE, DELIVERABLE, & BUDGET

WSP can commence work on the above scope of services immediately upon receipt of the attached "Acceptance Agreement" followed up by an approved purchase order.

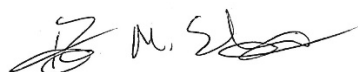
The deliverable will include various documents as described above as well as periodic data and summary data reports following completion of the 12-month data collection period.

The total **Time and Materials** budget for this project is for an amount not to exceed **\$70,183.92**. The project will be invoiced monthly basis. WSP will not exceed the proposed total budget without advance approval from the City.

We look forward to continuing to work with the City of Ocoee. We pledge to provide our services in the exemplary fashion that the City has come to expect from WSP. This proposal is valid for a period of 60 days. If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

WSP USA Environment & Infrastructure Inc.



Robert M. Sheridan, HT
Consultant Environmental Scientist
Flux Laboratory Manager

RMS/spp

Attachments

- ▶ A - Budget Sheet
- ▶ B - Southern Research Laboratories Quote

ATTACHMENTS

ATTACHMENT A

Budget Sheet

Project Name: City of Ocoee Lake Prima Vista Monitoring

6/11/2024

Contract Y23-905-MB

Firm Name: WSP Project # 600449.23

Task Number and Name		Task 1 - Kickoff		Task 2 -- Lake Prima Vista Monitoring		Task 3 --Reporting		Total	
<u>Labor Cost:</u>									
Title	Hourly Rate	# hours	Total	# hours	Total	# hours	Total	# hours	Total
Senior Project Manager	\$235.25	2	\$470.50	4	\$941.00	8	\$1,882.00	14	\$3,293.50
Project Manager	\$175.62	2	\$351.24	12	\$2,107.44	24	\$4,214.88	38	\$6,673.56
Senior Environmental Scientist	\$164.53		\$0.00	8	\$1,316.24	24	\$3,948.72	32	\$5,264.96
Environmental Scientist	\$120.89		\$0.00	96	\$11,605.44	60	\$7,253.40	156	\$18,858.84
Junior Enviornmental Scientist	\$88.85		\$0.00	96	\$8,529.60	48	\$4,264.80	144	\$12,794.40
Project Coordinator	\$82.71	4	\$330.84	18	\$1,488.78	12	\$992.52	34	\$2,812.14
Project Accountant	\$96.09	2	\$192.18	18	\$1,729.62	8	\$768.72	28	\$2,690.52
Labor. Task Total		10	\$1,344.76	252	\$27,718.12	184	\$23,325.04	446	\$52,387.92
<u>In House Usage:</u>									
Item Description	Unit Price	Qty	Total	Qty	Total	Qty	Total	Qty	Total
YSI	\$156.00			12	\$1,872.00			12	\$1,872.00
Cartridge Filters (0.45 um)	\$40.00			24	\$960.00			24	\$960.00
Jon boat 16" motor and trailer	\$300.00			12	\$3,600.00			12	\$3,600.00
Peristaltic Pump	\$60.00			12	\$720.00			12	\$720.00
In-House. Task			\$0.00		\$7,152.00		\$0.00		\$7,152.00
<u>Subcontractor Cost (a):</u>									
Subcontractor Name		Total		Total		Total		Total	
SRL					\$10,644.00				\$10,644.00
Subcontractors			\$0.00		\$10,644.00		\$0.00		\$10,644.00
Total Task Cost			\$1,344.76		\$45,514.12		\$23,325.04		\$70,183.92

ATTACHMENT B

Southern Research Laboratories Quote

ESTIMATE

SOUTHERN RESEARCH LABS, INC.
279 Douglas Ave., Suite 1110
Altamonte Springs, FL 32714

sherri.payne@srlab.com
+1 (407) 522-7100

WSP USA E&I

Bill to
Mr. Lance Lumbard
WSP USA E&I
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701

Ship to
Mr. Lance Lumbard
WSP USA E&I
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701

Estimate details
Estimate no.: 1339-1
Estimate date: 05/07/2024

Contact: Lance Lumbard/Robert Sheridan
Project Name: City of Ocoee-Prima Vista

#	Product or service	Description	Qty	Rate	Amount
1.	TKN, Water	Total Kjeldahl Nitrogen, Water (351.2)	24	\$35.00	\$840.00
2.	NO3/NO2 (NOX)	SM 4500NO3 H-201	24	\$50.00	\$1,200.00
3.	Ammonia, Water	Nitrogen, Ammonia (350.1)	24	\$30.00	\$720.00
4.	Nitrogen, Total	Nitrogen, Total (Calculation Only)	24	\$0.00	\$0.00
5.	Phosphorus LL, Total, Water	Phosphorus, Total (365.4) Low-Level	24	\$37.00	\$888.00
6.	Ortho Phosphate, Water 365.1	Ortho Phosphate (365.1)	24	\$30.00	\$720.00
7.	TSS	Total Suspended Solids/Non-Filterable Residue (SM2540D)	24	\$25.00	\$600.00
8.	Alkalinity	Alkalinity, Total (CaC03) (310.2)	24	\$26.50	\$636.00
9.	Color	Color (SM2120B) Apparent Color	24	\$25.00	\$600.00
10.	Turbidity	Turbidity 180.1	24	\$25.00	\$600.00
11.	Coliform, Fecal / E. Coli	Coliform, Fecal / E. Coli (Escherichia coli (SM9223B)	24	\$50.00	\$1,200.00
12.	Chlorophyll A	Chlorophyll A (SM 10200H)	24	\$110.00	\$2,640.00

Total

\$10,644.00



WSP Environment & Infrastructure Solutions, Inc.
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701
T: 407-253-5438
www.WSP.com

August 6, 2024

Hseth Burch, MS, EI, CFM
Staff Engineer
City of Ocoee Public Works Department
301 Maguire Road
Ocoee, FL 34761

Via Email: hburch@ocoe.org

Re: Starke Lake / Lake Prima Vista EutroSORB® G Treatment and Lake Plantings
WSP Project No. 600449.24

Dear Mr. Burch:

WSP Environment & Infrastructure, Inc (WSP) is pleased to provide the following proposal for the Starke Lake / Lake Prima Vista EutroSORB® G Treatment and Lake Plantings Project:

INTRODUCTION

The City has requested WSP provide a proposal for a lake-wide EutroSORB® G application and aquatic vegetation planting project aimed at inactivating sediment phosphorus, reducing algal growth, and improving water clarity within Starke Lake and Lake Prima Vista. This project was the top-ranked alternative proposed in the Starke Lake Assessment. This project is in support of the current Nutrient Reduction Plan (NRP) which the City of Ocoee (City) has developed to address the current nutrient impairments in Starke Lake and Lake Prima Vista. The Starke Lake / Lake Prima Vista NRP has been accepted by the Florida Department of Environmental Protection (FDEP) as an alternative to a State-imposed Total Maximum Daily Load.

Unlike the Lake Prima Vista treatment project, this application project will not involve a preliminary application of aluminum sulfate (alum) to treat the water column so there will not be an immediate increase in water clarity. This will eliminate the potential for fish kills which are a common side effect of alum applications. EutroSORB® G works to reduce release of phosphorus from sediments which results in a gradual improvement in water clarity and reduction in algal growth. Over time,

this will support and stimulate growth of submerged aquatic vegetation which should further improve water quality conditions and provide fish habitat. The City has requested inclusion of beneficial native vegetation plantings to accelerate this process. This proposal includes the first of a three-year treatment program for both Starke Lake and Lake Prima Vista.

EutroSORB®G will provide sediment phosphorus inactivation without decreasing pH or alkalinity (buffering capacity) and does not pose a risk for fish kills often associated with use of alum. EutroPhix is the exclusive distributor of EutroSORB®G in the United States and has a long working relationship with WSP as a sub-contractor for similar lake assessments in Lake Prima Vista, Lake Carlton, and Lake Jesup. EutroPhix is a division of SePRO which performed the Lake Prima Vista treatment application using Phoslock® which resulted in a significant decrease in total phosphorus concentration within Lake Prima Vista. EutroSORB®G is similar to Phoslock® but is more concentrated and requires half as much effort to apply since it requires half the amount of dry product.

EutroSORB®G is a dry bentonite clay granule powder containing lanthanum (10% of product mass) to selectively bind free phosphate ions. EutroSORB®G is not a flocculent so its application has no direct impact on algae or other suspended particles that are abundant in Starke Lake and Lake Prima Vista. This property makes it very selective for preventing the release (flux) of orthophosphate from the sediment which feeds algae. Unlike alum, the selective nature of EutroSORB®G also leaves beneficial zooplankton in the water column where it continues to provide an important role in lake ecology. EutroSORB®G powder is prepared into a slurry by mixing dry product with water in a container and applying the slurry over the water surface. EutroSORB®G will cause an initial cloudy appearance to the water which will settle over time (generally less than 24 hours).

TASK 1 - ATTEND PROJECT KICK-OFF MEETING

WSP, EutroPhix, and Sea & Shoreline (responsible for plantings) will attend a project kickoff meeting with representatives of the City to review the scope of services, the project implementation plan, and the project schedule.

TASK 2 – EUTROSORB®G APPLICATION AND MONITORING

WSP will sub-contract with EutroPhix for the whole-lake EutroSORB®G application required for this project (both Starke Lake and Lake Prima Vista). EutroPhix three-year treatment quote is provided in **Attachment 1**. Please note this proposal is only for the first treatment. Additional treatments will require City approvals. Upon authorization from the City project manager, WSP will instruct EutroPhix to mobilize the application operation. One week prior to the EutroSORB®G application, WSP will collect water quality field parameters to include Secchi depth, pH, dissolved oxygen, temperature, specific conductance, and oxidation/reduction potential and surface water samples from Starke Lake and Lake Prima Vista. Water quality samples will be delivered to Southern Research Laboratories for analysis of the following parameters:

- | | |
|-----------------------------------|----------------------------------|
| (1) Total Kjeldahl Nitrogen (TKN) | (2) Total Ammonia Nitrogen (TAN) |
| (3) NOx (nitrite + nitrate) | (4) Total Nitrogen (TKN+TAN) |
| (5) Orthophosphate | (6) Total Phosphorus |
| (7) Chl-a | (8) TSS |
| (9) Lanthanum (total) | |

WSP anticipates EutroPhix will use the public boat ramp at Bill Breeze Park located on North Lakeshore Drive and staging areas adjacent to the ramp as shown in **Figure 1**. Contractors will work with WSP and the City to identify suitable locations for overnight storage of vehicles and trailers. Proposed staging areas for Lake Prima Vista are the same locations used for the previous Lake Prima Vista treatment project. The City will provide traffic and pedestrian control if necessary.

The Starke Lake and Lake Prima Vista EutroSORB®G whole-lake application will require 58,638 pounds of product applied over approximately 5 days. WSP will perform a second round of water quality sampling including the parameters described above one day following application.

WSP will collect a third set of field parameters and surface water quality samples for analyses as described above within one week following the completion of EutroSORB®G application.

TASK 3 – SUBMERGED AQUATIC VEGETATION PLANTING AND MONITORING

Water clarity is expected to increase gradually following EutroSORB®G treatment. Increased water clarity should provide better conditions for growth of submerged aquatic plants and, unfortunately, increases the potential for growth of nuisance vegetation including hydrilla. While some natural recruitment of native vegetation is expected, supplementing regrowth of beneficial vegetation can be assisted with plantings. Planting of beneficial native vegetation will help to stabilize lake sediments, provide habitat for sportfish, enhance ecological diversity, and limits the area available to nuisance vegetation like hydrilla.

Plantings should be completed several months following the EutroSORB®G application to allow water quality improvements to take effect. The planting schedule will be determined based on discussions between WSP, Sea & Shoreline and the City. Approximately four acres of plantings will be permitted and completed by Sea & Shoreline within the general areas shown in **Figure 2** (pending field verification) and according to the plan provided in **Attachment 2**. These areas were selected based on the City's riparian property ownership and are assumed to have limited existing vegetation coverage. Actual conditions at the time of planting may necessitate relocation of the planting areas. Any change to planting areas will be coordinated with the City Project Manager. Planting time will require approximately one month. Sea & Shoreline will provide monitoring for 36 months following the initial plant acclimation period as stated in **Attachment 2**. All vegetation monitoring reports completed after 30 days following plantings will be submitted directly by Sea & Shoreline to the City Project Manager with a copy transmitted to WSP.

TASK 4 – PERMITTING, PROJECT MANAGEMENT, AND REPORTING

As a result of the latest Federal action to reassign FDEP's responsibility for 404 Dredge & Fill permitting to the United States Army Corps of Engineers (USACE), there is uncertainty regarding which agency will provide the permit or if the project is exempt from permitting since it will not occur over sovereign submerged lands. WSP will request a pre-application meeting with both USACE and FDEP to discuss the issue. If required, WSP will work with the City to submit appropriate permit applications. In addition, WSP understands that this project will require an individual Environmental Resource Permit (ERP) from FDEP. A similar ERP was obtained for Lake Prima Vista. WSP will assist the City with submittal of an ERP application and follow-up with FDEP. The permit applications will include a request for the proposed treatment as well as two subsequent treatments over three years (pending approval by City Council).

Permits/exemptions for aquatic plantings will be obtained by Sea & Shoreline. WSP will provide oversight during the permitting process.

WSP will provide project management and contractor coordination during all phases of the EutroSORB® G application operations which will consist of a monthly status memo and routine phone calls and/or emails describing progress. WSP will provide a final report summarizing the treatment and planting operations (up to one month after plantings) and the pre and post water quality conditions based on the three sets of water quality data described in **Task 2**.

SCHEDULE, DELIVERABLE, & BUDGET

WSP can commence work on the above scope of services immediately upon receipt of a purchase order. The application start date will be determined once WSP receives an ERP and Dredge & Fill permit/exemption, but it is anticipated that mobilization will begin within two weeks following receipt of the ERP and Dredge & Fill permit/exemption, weather permitting. Product application is expected to be complete within one month of mobilization. The final water quality sample will be collected within one week of the end EutroSORB® G application. WSP will submit the final report within one month following receipt of water quality sample report and completion of the 30-day post-planting monitoring event.

Deliverables will consist of weekly progress report memos and a final summary report memo which will include all water quality analytical reports.

The total time and materials budget for this project is not to exceed **\$499,518.52**. The attached budget detail includes rates from WSP's current Orange County Water Quality Monitoring Professional Services contract Y23-905C. The project will be invoiced monthly. WSP will not exceed the proposed total budget without advance approval from the City. This proposal is valid for 60 days.

Sincerely,

WSP Environment & Infrastructure Solutions, Inc.



Lance Lumbard
Assistant Vice President /
Water Quality Management Lead



Crissy Mehle, PE, CFM, ENV SP
Vice President, Florida Water Lead

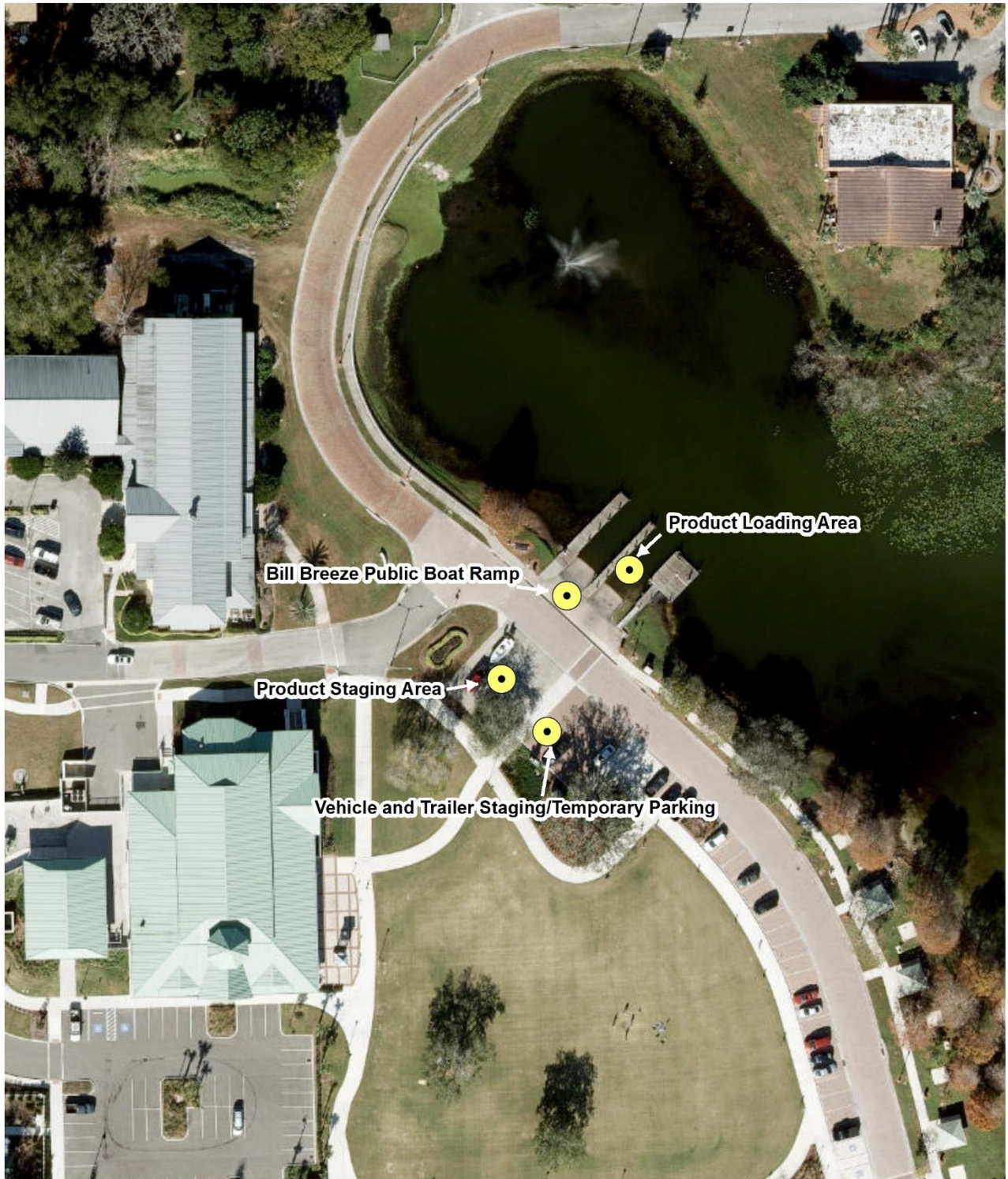
LL/CM:spp

Attachments

1 Eutrophix Quotation

2 Sea and Shoreline Quotation

3 Southern Research Laboratory Quotation



Path: C:\Users\USLL717123\WSP 0365\WDS-Orlando Water - Documents\Starke and Prima Eutrosorb Treatment\GIS\Pig1 Staging Areas.mxd



Budget

[illegible]

BUDGET



EutroPHIX
11550 N. Meridian Street, Suite 600
Carmel, Indiana 46032-4565
(317) 580-8282

Quote

Document Date:
March 25, 2024

Effective For:

WSP
Starke Lake and Lake Prima Vista, Florida

Pricing Valid:

March 25, 2024 - September 30, 2024

The above WSP
proposal is for Year 1
amount only

Item	Year 1	Year 2	Year 3	Total
Materials (\$)	\$ 193,506	\$ 199,311	\$ 205,290	\$ 598,107
Application (\$)	\$ 35,460	\$ 36,525	\$ 37,650	\$ 109,635
Monitoring (\$)	\$ 12,430	\$ 6,215	\$ 6,215	\$ 24,860
Subtotal (\$)	\$ 241,396	\$ 242,051	\$ 249,155	
3-Year Total (\$)	\$			732,602

*prices exclude any applicable taxes, assuming tax exempt

Terms: Due Net 60 Days

Ordering Procedure: Provide written communication of items, order date,
shipping address, and billing address.

To accept this proposal please sign and date:

Please contact Pamela Dugan for any questions:

Phone: (317) 495-5657
E-mail: pamelad@eutrophix.com

**CONFIDENTIAL
AGREEMENT - NOT
FOR REPRODUCTION
OR DISTRIBUTION**



May 31, 2024

Lance Lumbard MS, MBA, CLP
Assistant Vice President / Water Quality Management Lead
Robert Sheridan
Consulting Environmental Scientist
WSP Environmental Consulting
Lance.Lumbard@wsp.com
Robert.Sheridan@wsp.com

RE: City of Ocoee – Starke Lake Planting Plan Scope of Work and Estimate

Lance and Robert,

Thank you for providing Sea & Shoreline the opportunity to provide a scope of work and cost estimate for submerged aquatic vegetation (SAV) planting as part of the City of Ocoee's Starke Lake Restoration efforts. The following plan is designed to restore two native Florida macrophytes, Illinois Pondweed (*Potamogeton illinoensis*) and Tape grass (*Vallisneria americana*), to Starke Lake following sediment nutrient inactivation efforts. If you have any questions regarding the proposal, please do not hesitate to reach out.

Sincerely,

Heather Herold

Heather Herold
Chief Sales & Marketing Officer/Government Affairs Director
heather@seaandshoreline.com
(321) 626-6760

Scope of Work

Scope of Services

1. *Cultivation of SAV Planting Units*
2. *Mobilization*
3. *Installation of SAV Planting Units*
4. *Monitoring*

Description of Services

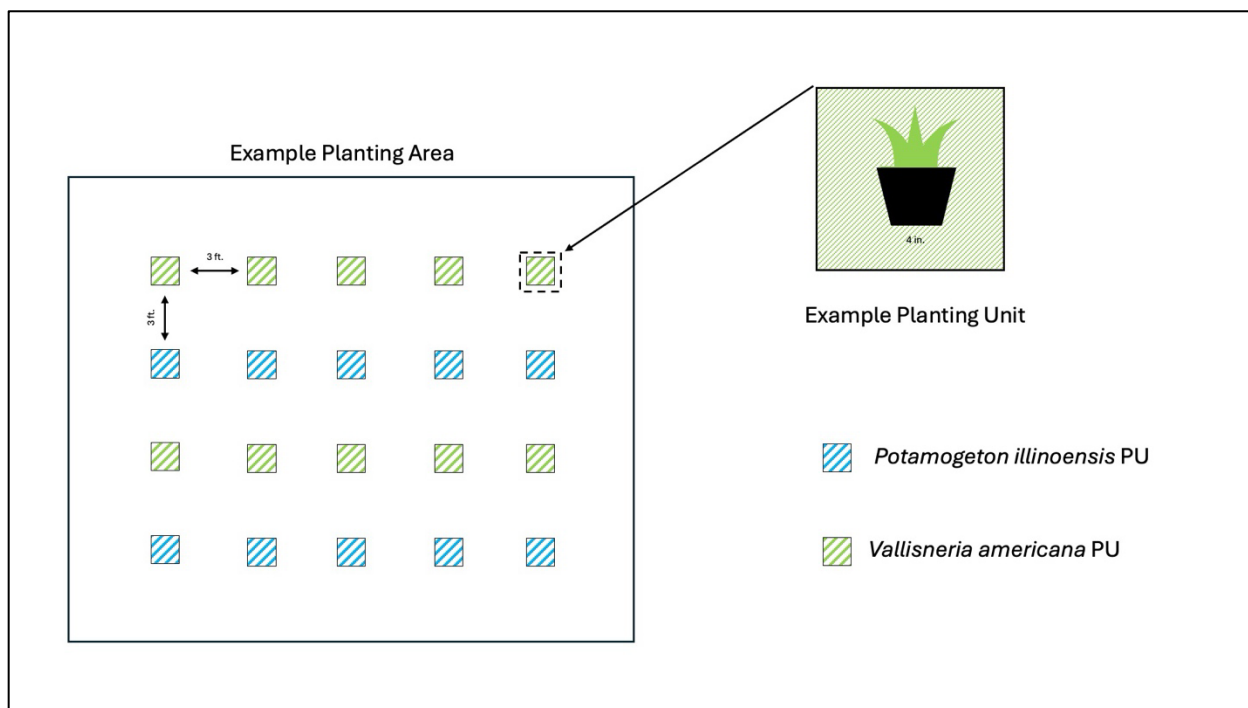
1. ***Cultivation of SAV Planting Units*** – Native Illinois Pondweed and Tape grass will be harvested from Sea & Shorelines FDACS Certified Aquaculture Facility located in Ruskin, FL. Harvested plants will be washed of any epiphytic flora and fauna and will be packaged into four-inch peat pot planting units for both individual species. Once packaged, planting units will be given 30 - 60 days to grow out, become pre-rooted, and acclimated to conditions similar to Starke Lake. Once the grow out period is complete, Tape grass planting units will contain at least five individual shoots and blade lengths of at least four inches. Illinois Pondweed planting units will contain at least four individual shoots and blade lengths of at least six inches. A total of 5,000 planting units (2,500 Tape grass and 2,500 Illinois Pondweed) will be produced per acre.
2. ***Mobilization*** – Prior to transport, planting units will be inspected by Sea & Shoreline's nursery manager and will be loaded into baskets for transport. Baskets of planting units will then be loaded into an enclosed trailer and a towel damp with fresh water will be placed over top of them to ensure plants receive enough moisture during transport to avoid mortality. Loaded planting units will be hauled directly from Sea & Shoreline's aquaculture facility to a pre-determined staging site located adjacent to the project area. Immediately upon arrival, planting units will be unloaded and staged in-water at the proposed planting area(s) until installation.
3. ***Installation of SAV Planting Units*** – Planting units will be installed throughout the proposed planting area(s) by hand by a team of biologists and aquatic technicians with experience in SAV planting. Planting will be performed using a mask, snorkel, and small hand trowel to ensure planting units are installed to a proper depth. Planting units will be installed on an average of three-foot centers with minor adjustments being made if sections of lake bottom are determined to be unsuitable for plant growth, or if underwater hazards are identified. Planting units will be installed to a maximum depth of -3 ft. to ensure adequate sunlight is available to support plant growth. It is recommended that each planting site receives an average of 5,000 planting units per acre. The total number of planting units and planting unit species at each area is expected to be as follows:

P.O. Box 783549, Winter Garden, FL 34778 | seaandshoreline.com | 888-464-6991

Patented Aquatic Restoration Solutions Validated by Science

Planting Site	Size (acres)	V. americana PU	P. illinoensis PU	Total PU
Site 1	0.89	4,450	0	4,450
Site 2	3.07	7,675	7,675	15,350
Total	3.96	12,125	7,675	19,800

Figure 1 provides a proposed planting diagram:



4. **Monitoring** – A monitoring program will be implemented to document the success of the project, and to allow for adaptive management strategies to be created and discussed if desired results are not achieved. During each monitoring event, planting unit survival and spread will be assessed at haphazardly selected sample stations. At each sample station, a biologist will note the presence or absence of planting units, estimate species percent cover, collect short-shoot count, and mean canopy height within a 0.25 m² quadrat. The results of each monitoring event will be documented in monitoring reports that can be used to assess the success of planting efforts and for regulatory compliance. Monitoring events will take place at one-month post installation, and subsequently at the beginning and end of SAV growing season (June & October) for a period of three years.

Cost Estimate

Task	Task Description	Units	Cost per Unit	Cost
1	Cultivation of SAV Planting Units			
	<i>Vallisneria americana</i> PU	12,125	\$ 5.50	\$ 66,687.50
	<i>Potamogeton illinoensis</i> PU	7,675	\$ 5.50	\$ 42,212.50
2	Mobilization	1	\$ 6,800.00	\$ 6,800.00
3	Installation of SAV Planting Units	19,800	\$ 1.75	\$ 34,650.00
4	Monitoring	7	\$ 2,100.00	\$ 14,700.00
Total				\$ 165,050.00

Project Timeline

Month	1	2	3	4	5	6	7	8	9	10	11	12	18	24	30	36
Cultivation of SAV																
Mobilization																
Installation of SAV																
One Month Monitoring																
Year 1 Monitoring																
Year 2 Monitoring																
Year 3 Monitoring																

ESTIMATE

SOUTHERN RESEARCH LABS, INC.
279 Douglas Ave., Suite 1110
Altamonte Springs, FL 32714

sherri.payne@srlab.com
+1 (407) 522-7100

WSP USA E&I

Bill to

Mr. Lance Lumbard
WSP USA E&I
550 Northlake Blvd., Suite 1000
FL.
Altamonte Springs, FL 32701

Ship to

Mr. Lance Lumbard
WSP USA E&I
Wood Env & Infrastructure Solutions, Inc.
110-5 Sanctuary Parkway Suite 300
Alpharetta, GA 30004
ATTN: A/P Department

Estimate details

Estimate no.: 1515
Estimate date: 06/13/2024
Expiration date: 12/13/2024

Contact: Lance Lumbard
Project Name: OC Starke Lake

#	Product or service	Description	Qty	Rate	Amount
1.	TKN, Water	Total Kjeldahl Nitrogen, Water (351.2)	6	\$35.00	\$210.00
2.	NO3/NO2 (NOX)	SM 4500NO3 H-201 (Nitrite+Nitrate) NOX	6	\$50.00	\$300.00
3.	Ortho Phosphate, Water 365.1	Ortho Phosphate (365.1)	6	\$30.00	\$180.00
4.	Chlorophyll A	Chlorophyll A (SM 10200H) (corrected)	6	\$110.00	\$660.00
5.	Lanthanum, Water	Lanthanum (La), Water	6	\$18.00	\$108.00
6.	Ammonia, Water	Nitrogen, Ammonia (350.1)	6	\$30.00	\$180.00
7.	Nitrogen, Total	Nitrogen, Total (TKN+NOX) Calculation	6	\$0.00	\$0.00
8.	Phosphorus LL, Total, Water	Phosphorus, Total (365.4) Low-Level	6	\$37.00	\$222.00
9.	TSS	Total Suspended Solids/Non-Filterable Residue (SM2540D)	6	\$25.00	\$150.00
10.	Environmental Impact Fee	Environmental Impact Fee (Per work order)	1	\$15.00	\$15.00
11.	Disposal Fees	Sample Disposal Fees (Per sample)	6	\$3.00	\$18.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com FAX (A/C, No):
INSURED WSP USA Environment & Infrastructure Inc. 1075 Big Shanty Rd. Suite 100 Kennesaw, GA 30144	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Insurance Corporation INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 886829744 **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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO 9835819-11	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	AS7-621-094060-034	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	Y N / A	WA7-62D-094060-014 WA7-62D-095609-074 WC7-621-094060-914	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Re: projects for City of Ocoee.

City of Ocoee is included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability and Automobile Liability policies is primary and any other coverage shall be excess only, not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability, Automobile Liability and Workers Compensation / Employers Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of Ocoee
1 North Bluford Avenue
Ocoee FL 34761

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2024

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PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Ave 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: ggb.wspus.certrequests@ajg.com FAX (A/C, No):
INSURED WSP USA Environment & Infrastructure Inc. 1075 Big Shanty Rd. Suite 100 Kennesaw, GA 30144	INSURER(S) AFFORDING COVERAGE INSURER A: QBE Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 11515

COVERAGES**CERTIFICATE NUMBER:** 1477390666**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2024	10/31/2025	Per Claim Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Re: projects for City of Ocoee.

CERTIFICATE HOLDER**CANCELLATION**City of Ocoee
1 North Bluford Avenue
Ocoee FL 34761

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

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Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-11	05/01/2024	05/01/2025	05/01/2024	50003000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA Group Holding Inc.

Address (including ZIP Code):

1 Penn Plaza, 2nd Floor

New York, NY 10119

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-11	05/01/2024	05/01/2025	05/01/2024	50003000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA Group Holding Inc.

Address (including ZIP Code): 1 Penn Plaza, 2nd Floor, New York, NY 10119

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Policy Number: AS7-621-094060-034
Issued by: Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Waiver Of Subrogation (Blanket) Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-11	05/01/2024	05/01/2025	05/01/2024	50003000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky, New Hampshire and New Jersey.

This waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the state of Connecticut, Florida, Maryland, Nebraska, Oregon the premium charge is 1 % of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1 % of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1 % of the total manual premium.

In the state of New York, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$0 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by: Liberty Insurance Corporation 21814

For attachment to Policy No WA7-62D-094060-014

Effective Date 05/01/2024

Premium \$

Issued to: WSP USA Group Holding Inc.

STAFF REPORT

Meeting Date: June 3, 2025

Item #: 6

Contact Name: Kiel Gajadhar
Contact Number: Ext. 6005

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval for Demolition of Structures at 35 W. Geneva St. and 669 S. Cumberland Ave. (Assistant Public Works Director Gajadhar)

Background Summary:

In 2014, the City acquired two parcels of land located at 35 W. Geneva St. and 669 S. Cumberland Ave. Each parcel consists of one (1) vacant residential structure, for a total of two (2) structures. Due to the vacant former residential structures being in uninhabitable condition, Public Works recommends approval to demolish the structures to eliminate City liability.

The Public Works Department would like to piggyback off of the Volusia County's Term Contract for Demolition Services, Contract ID 24-SQ-144LL (MA 32557), utilizing Advanced Demolition as the contractor at a proposed cost of \$28,868 for demolishing both structures. Public Works recommends approval of this award.

Issue:

Should the Honorable Mayor and City Commissioners approve demolition of the structures located at 35 W. Geneva St. and 669 S. Cumberland Ave, and approve to piggyback Volusia County's Term Contract for Demolition Services?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve demolition of the structures located at 35 W. Geneva St. and 669 S. Cumberland Ave, and authorize a purchase order be issued for the contracted demolition with Advanced Demolition utilizing the existing competitively bid Volusia County Term Contract 24-SQ-144LL (MA 32557) in the amount of \$28,868, and authorize the City Manager and Staff to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. 669 South Cumberland Street Demolition Proposal
2. 35 West Geneva Street Demolition Proposal

Financial Impacts:

This project is funded by both carryover funds from the FY 22/23 Facilities Maintenance capital budget for the

Lakeview St./ Lakeshore Dr. property demolitions and the FY 23/24 Facilities Maintenance capital budget for the Geneva property demolitions.

Type of Item: Consent

DEMOLITION PROPOSAL

REVISED

SUBMITTED TO:

CITY OF OCOEE
1 N BLUFORD AVE.
OCOEE, FL 34761

PROJECT:

DEMOLITION AND RESTORATION
669 SOUTH CUMBERLAND ST.
OCOEE, FL 34761

PREPARED BY:



ADVANCED DEMOLITION



500 E. Semoran Blvd., Suite 2036 Casselberry, Florida 32707

Phone: 407-679-1771

Fax: 407-679-3006

A Florida Corporation / General Contractor
CGC-1507391

INTRODUCTION

May 27, 2025

Mr. Kiel Gajadhar,

It is our great pleasure to provide the City of Ocoee with this proposal. All pricing coincides with the pricing of the existing Volusia County Term Contract. We appreciate the opportunity to bid this project to you. Advanced Demolition's approach to any project begins by delivering a realistic and effective operational plan and detailed schedule of our proposed services. Our demonstrated experience earned reputation for excellence and quality management ensure your project will be completed to the highest standards. We are skilled at safely delivering projects on time and budget.

Advanced Demolition is committed to providing a healthy and safe workplace for all our employees. We continually learn, grow, and innovate with modern technologies and systems to effectively execute the scope of our projects. We are dedicated to maintaining the highest levels of job site safety and environmental compliance, resulting in lower costs, unmatched efficiency, a proven history of pleased clients and high rate of returned business. We have a proven record of fiscal responsibility. Our clientele truly does receive an "Advanced Demolition" project when working with us.

Thank you for the opportunity to present our proposal to you. Our reputation for excellence is our most important asset, one of many which we look forward to sharing with you.

Sincerely,

Ted Chapman

Ted Chapman
President

SAFETY PROGRAM

The safety and health of our employees is our first consideration in operating our business. Without question, it is every employee's responsibility at all levels. It is the intent of Advanced Demolition to comply with all governing laws, regulations, and rules according to the State of Florida, Local County and OSHA. To do this, we must constantly be aware of conditions in all work areas that can produce injuries. Prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity, whenever necessary. To the greatest degree possible, management will provide all mechanical and physical activities required for personal safety and health, in keeping with the highest standards. Our program embodies proper attitudes towards injury and illness prevention the part of supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisor and employee but also between each employee and their coworkers. Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing the best experience of operations like ours. Our goal is zero accidents and injuries.

Our safety and health program include:

- Providing mechanical and physical safeguards to the maximum extent possible
- Conducting a program of safety and health inspection to find and eliminate unsafe working conditions or practices, to control health hazards and to fully comply with all OSHA safety and health standards for every project.
- Training all employees in good safety and health practices rigorously and regularly
- Providing necessary personal protective equipment and instructions for proper use and care
- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment

We recognize that the responsibilities for occupational safety and health are shared:

Advanced Demolition accepts responsibility for leadership of the safety and health program for its effectiveness and improvement and for providing the safeguards required to ensure safe work conditions.

Supervisors are responsible for developing proper attitudes toward safety and health in themselves and in those they supervise and for ensuring that all operations performed with the utmost regard for the safety and health of all personnel involved, including themselves.

Advanced Demolition will see that all employees are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice which they are authorized to use or apply while at work. Production is never so urgent that we cannot take time to do our work safely.

PROPOSAL SCOPE OF WORK:

Advanced Demolition will provide professional demolition services for the following scope of work will be completed in accordance with the plans and specifications supplied.

Building Demolition and Site Restoration:

- | | |
|---|------------|
| 1. Remove existing 1 story Wood building.1,612sf @ \$1.95 per foot. | \$3,143.00 |
| 2. Pump & remove existing septic tank @ \$950 per tank | \$ 950.00 |
| 3. Back fill site with clean fill material. 200 yards @ \$12.00 per yard | \$2,400.00 |
| 4. Restore site with Bahia Sod. 11,000 sf @ \$.34 per sf. | \$3,740.00 |
| 5. Tipping Fees: 8 loads @ \$550.00 per load | \$4,400.00 |
| 6. Provide permit for septic tank removal. | |
| 7. Remove and dispose of all Freon, bulbs, and ballasts prior to building demolition. | |
| 8. Manifest of all Freon, bulbs and ballasts removal will be available upon completion. | |
| 9. Provide all trucking, dumpsters for hauling c&d to a DEP approved landfill facility. | |

Specific NOTES to the scope of work:

- **NOTE: All above pricing is per Volusia County Contract Pricing Schedule.**
- Provide all necessary labor, materials, machinery, equipment, and insurances to complete this project.
- Complete this project in accordance with Local, State and Federal regulations / codes applicable to this work.
- Comply with all OSHA requirements and ordinances.
- Provide 10-day DEP Notification for demolition.
- **MEP disconnect, cutting and capping for demolition by others.**
- **Removal or disposal of any Asbestos or Hazardous Materials not included.**
- **New construction, repairing and patching not included.**

Pricing for Scope of Work :

Building & Site Demolition & Restoration:

Fourteen thousand six hundred thirty-three dollars..... \$14,633.00

CLOSING

Advanced Demolition appreciates the opportunity to bid on this project. We look forward to providing you with professional demolition services. If you have any questions, please do not hesitate to contact us at the numbers or email listed below.

Sincerely,

Ted Chapman

Ted Chapman
President / Senior Estimator
Cell: 407-808-2861
Office: 407-679-1771
Fax: 407-679-3006
Email: demo@advanced-demo.com
Web: advanceddemolitionfl.com

DEMOLITION PROPOSAL

REVISED

SUBMITTED TO:

CITY OF OCOEE
1 N BLUFORD AVE.
OCOEE, FL 34761

PROJECT:

DEMOLITION AND RESTORATION
35 WEST GENEVA ST.
OCOEE, FL 34761

PREPARED BY:



ADVANCED DEMOLITION



500 E. Semoran Blvd., Suite 2036 Casselberry, Florida 32707

Phone: 407-679-1771

Fax: 407-679-3006

A Florida Corporation / General Contractor
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Thank you for the opportunity to present our proposal to you. Our reputation for excellence is our most important asset, one of many which we look forward to sharing with you.

Sincerely,

A handwritten signature in black ink that reads "Ted Chapman". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Ted Chapman
President

SAFETY PROGRAM

The safety and health of our employees is our first consideration in operating our business. Without question, it is every employee's responsibility at all levels. It is the intent of Advanced Demolition to comply with all governing laws, regulations, and rules according to the State of Florida, Local County and OSHA. To do this, we must constantly be aware of conditions in all work areas that can produce injuries. Prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity, whenever necessary. To the greatest degree possible, management will provide all mechanical and physical activities required for personal safety and health, in keeping with the highest standards. Our program embodies proper attitudes towards injury and illness prevention the part of supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisor and employee but also between each employee and their coworkers. Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing the best experience of operations like ours. Our goal is zero accidents and injuries.

Our safety and health program include:

- Providing mechanical and physical safeguards to the maximum extent possible
- Conducting a program of safety and health inspection to find and eliminate unsafe working conditions or practices, to control health hazards and to fully comply with all OSHA safety and health standards for every project.
- Training all employees in good safety and health practices rigorously and regularly
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- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment

We recognize that the responsibilities for occupational safety and health are shared:

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Supervisors are responsible for developing proper attitudes toward safety and health in themselves and in those they supervise and for ensuring that all operations performed with the utmost regard for the safety and health of all personnel involved, including themselves.

Advanced Demolition will see that all employees are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice which they are authorized to use or apply while at work. Production is never so urgent that we cannot take time to do our work safely.

PROPOSAL SCOPE OF WORK:

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| 5. Tipping Fees: 8 loads @ \$550.00 per load | \$4,400.00 |
| 6. Provide permit for septic tank removal. | |
| 7. Remove and dispose of all Freon, bulbs, and ballasts prior to building demolition. | |
| 8. Manifest of all Freon, bulbs and ballasts removal will be available upon completion. | |
| 9. Provide all trucking, dumpsters for hauling c&d to a DEP approved landfill facility. | |

Specific NOTES to the scope of work:

- **NOTE: All above pricing is per Volusia County Contract Pricing Schedule.**
- Provide all necessary labor, materials, machinery, equipment, and insurances to complete this project.
- Complete this project in accordance with Local, State and Federal regulations / codes applicable to this work.
- Comply with all OSHA requirements and ordinances.
- Provide 10-day DEP Notification for demolition.
- **MEP disconnect, cutting and capping for demolition by others.**
- **Removal or disposal of any Asbestos or Hazardous Materials not included.**
- **New construction, repairing and patching not included.**

Pricing for Scope of Work :

Building & Site Demolition & Restoration:

Fourteen thousand two hundred thirty-five dollars..... \$14,235.00

CLOSING

Advanced Demolition appreciates the opportunity to bid on this project. We look forward to providing you with professional demolition services. If you have any questions, please do not hesitate to contact us at the numbers or email listed below.

Sincerely,

Ted Chapman

Ted Chapman
President / Senior Estimator
Cell: 407-808-2861
Office: 407-679-1771
Fax: 407-679-3006
Email: demo@advanced-demo.com
Web: advanceddemolitionfl.com

STAFF REPORT

Meeting Date: June 3, 2025
Item #: 7

Contact Name: T'Jean Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Change Order No.1 for ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station. (Utilities Director Bolling)

Background Summary:

The approved Ocoee American Rescue Plan Act (ARPA) project list includes funds to construct a new reclaimed storage tank and pump station at the City's Wastewater Treatment Plant. This project is intended to provide the infrastructure necessary to accept, store, and re-pump 1.0 million gallons per day (MGD) of reclaimed water from Orange County into the City's reclaim distribution system. However, following the completion of the project design, Orange County implemented new rate classification requirements that necessitate modifications to the original design.

The City is taking steps to qualify for lower rates under the updated rate classifications, the first of which is to revise the design for this project by increasing pump capacity, modifying onsite piping, and increasing the storage tank capacity to 1.5 million gallons. This change requires a contract modification, increasing the total project cost by \$737,076.33.

Issue:

Should the Honorable Mayor and City Commissioners approve Change Order No.1 for ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station in the amount of \$737,076.33?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve Change Order No.1 for ITB #25-002 Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station in the amount of \$737,076.33. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. ITB #25-002 - Change Order No. 1

Financial Impacts:

Job#P000331 has sufficient funding for this change order. (Capital Improvements Project - ARPA - Utilities Plant Inf - New Reclaimed Tank and Pumping Station).

Type of Item: Consent



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

This Change Order requires action by the City Commission

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
(ITB #25-002)

CHANGE ORDER NO. 1

DATE: 05/22/2025

PURCHASE ORDER: 1429858

The following changes are hereby made to the CONTRACT DOCUMENTS.

Original CONTRACT PRICE	<u>\$4,115,700.00</u>
Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDERS	<u>\$4,115,700.00</u>
Net Increase (Decrease) Resulting from this CHANGE ORDER	<u>\$737,076.33</u>
The current CONTRACT PRICE including this CHANGE ORDER	<u>\$4,852,776.33</u>
Original CONTRACT COMPLETION DATE:	<u>05/10/2026</u>
Current CONTRACT COMPLETION DATE adjusted by previous CHANGE ORDERS	<u>05/10/2026</u>
Net Increase Resulting from this CHANGE ORDER	<u>161 days</u>
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	<u>10/18/2026</u>

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

FORM 00842A

CHANGES ORDERED:

I. REQUIRED CHANGES

1. This change order will cause a net increase to the contract total in the amount of \$737,076.33
2. Increase/Decrease in Pay Items to complete the project:
 - No. 2. Increase to General Conditions by Four Hundred Ninety Nine Thousandths (0.499) of One (1) Lump in the total amount of Twenty Four Thousand Nine Hundred Twenty Five and 29/100 (\$24,925.29) Dollars.
 - No. 6. Increase to Ground Storage Tank by Two Hundred Sixty Four Thousandths (0.264) of One (1) Lump in the total amount of Five Hundred Thirty Three Thousand Nine Hundred Eighty Two and 95/100 (\$533,982.95) Dollars.
 - No. 7. Decrease to Yard Piping, Pumps, Valves, and Fittings by Ten Thousandths (0.010) of One (1) Lump in the total amount of Nine Thousand Four Hundred and 00/100 (-\$9,400.00) Dollars.
 - No. 8. Increase to Electrical by Forty Seven Thousandths (0.047) of One (1) Lump in the total amount of Eighteen Thousand One Hundred Fifty Four and 85/100 (\$18,154.85) Dollars.
 - No. 9. Increase to Instrumentation, Controls, and SCADA (allowance) by One Hundred Fifty Seven Thousandths (0.157) of One (1) Lump in the total amount of Thirty Four Thousand Five Hundred Forty One and 98/100 (\$34,541.98) Dollars.
3. Added Pay Items to complete the project:
 - CO1.01 Additional Pipe - Material & Install by One (1) Lump in the total amount of One Hundred Thirty Four Thousand Eight Hundred Seventy One and 26/100 (\$134,871.26) Dollars

II. JUSTIFICATION

- No. 2. Increase in the Bonds, Insurance, and other fees associated with the changes outlined in this Change Order.
- No. 6. Cost to cover all expenses for the increase in the storage tank wall height and additional dome probe, pipe support, and pipe bracket on the storage tank.
- No. 7. Cost decrease due to removing the 3rd pump in the original design and upsizing the remaining two pumps.
- No. 8. Cost to cover all expenses for the electrical adjustments to accommodate the increase in the storage tank size and pump capacity.

Ocoee Wastewater Treatment Plant Reclaimed Water Storage Tank and Pump Station
Federal Grant Funded ARPA Project
ITB #25-002

No. 9. Cost to cover all expenses for the instrument programming to accommodate the increase in the storage tank size and pump capacity.

CO1.01 All costs associated with the installation of a new 12-inch ductile iron water main with flow meter as a secondary source to fill the new storage tank through an air-gap.

III. NARRATIVE OF NEGOTIATIONS

The Contractor has agreed to do the additional work to increase the capacity of the Reclaimed Storage Tank and Pump Station from 1.0 million gallons per day (MGD) to 1.5 MGD.

IV. PAYMENT

There is adequate funding for this Change Order in the amount of \$737,076.33 in the Capital Improvements Fund.

V. APPROVAL AND CHANGE AUTHORIZATION

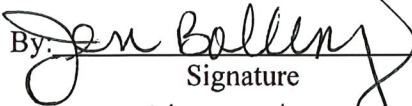
The original project and funding allocation were established by issuance of a CITY purchase order, subject to the terms and conditions contained in the CITY's solicitation, Project Manual, Drawings, Specifications, and/or the CONTRACTOR's service and price proposal, which collectively form the terms of an agreement between the CITY and the CONTRACTOR for the performance of the Work. This proposed change to the agreement requires approval by the City Commission under the CITY's Purchasing Rules and Regulations and is consistent with any prior action by the City Commission to award the Work to the CONTRACTOR. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in contract price and time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the CITY for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the CITY arising from or relating to the matters or Work set forth or contemplated by this Change Order.

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RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: 
Signature

Date: 5/27/25

Title: Utilities Director

ACCEPTED BY:

L7 CONSTRUCTION, INC.

By: 
Signature

Date: 5/22/25

Title: PRESIDENT

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

Date: _____

Attest: _____
Melanie Sibbitt, City Clerk

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, APPROVED AS TO FORM
AND LEGALITY THIS _____ DAY OF
_____, 20____

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

By: _____
Richard S. Geller, City Attorney



Schedule of Values

Ocoee Wastewater Treatment Plant Reclaim Water Storage Tank and Pump Station - ARPA Federal Grant Funded Project

Contract Total: \$4,115,700.00

Change Order Total: \$737,076.33

Contact & Change Order Total: \$4,852,776.33

Pay Item	Description	Units	Contract or Change Order Unit Price	Contract Quantity	Contact Totals	Change Order Quantity	Change Oder Totals	Contract & Change Order Totals	Contract & Change Order Totals
No. 1	Mobilization/Demobilization	Lump Sum	\$45,122.50	1.00	\$45,122.50			1.000	\$45,122.50
No. 2	General Conditions	Lump Sum	\$50,000.00	1.00	\$50,000.00	0.499	\$24,925.29	1.499	\$74,925.29
No. 3	Project Record Drawings	Lump Sum	\$5,000.00	1.00	\$5,000.00			1.000	\$5,000.00
No. 4	Earthwork	Lump Sum	\$180,000.00	1.00	\$180,000.00			1.000	\$180,000.00
No. 5	Masonry Building	Lump Sum	\$260,000.00	1.00	\$260,000.00			1.000	\$260,000.00
No. 6	Ground Storage Tank	Lump Sum	\$2,025,000.00	1.00	\$2,025,000.00	0.264	\$533,982.95	1.264	\$2,558,982.95
No. 7	Yard Piping, Pumps, Valves, and Fittings	Lump Sum	\$940,000.00	1.00	\$940,000.00	-0.010	-\$9,400.00	0.990	\$930,600.00
No. 8	Electrical	Lump Sum	\$390,000.00	1.00	\$390,000.00	0.047	\$18,154.85	1.047	\$408,154.85
No. 9	Instrumentation, Controls, and SCADA (allowance)	Lump Sum	\$220,577.50	1.00	\$220,577.50	0.157	\$34,541.98	1.157	\$255,119.48
CO1.01	Additional Pipe - Material & Install	Lump Sum	\$134,871.26			1.00	\$134,871.26	1.00	\$134,871.26



May 20th, 2025

City of Ocoee, Florida

RE: Change Proposal 001 – Ground Storage Tank Increase

Attention: T'Jean Tomlinson

You have requested a quote for the following scope of work per the revised conformed drawings dated March 2025:

- Increase ground storage tank to Volume 1,500,000 Gallons from original bid 1,000,000 Gallons.
- Increase Pump-1 and Pump-2 to size 125HP and remove Pump-3.
- Increase Pipe Discharge diameter to 12" Ductile Iron Pipe.
- Fab & Install Additional 12" Ductile Iron Potable Water Line for Interconnection.
- Fab & Install Additional above grade Potable Water Flow Meter Assembly.
- Fab & Install Addition of Dome Probe, Pipe Support & Pipe Bracket at the ground storage tank.
- Increase VFD-1 and VFD-2 to 125HP and remove VFD-3.
- Fab & Install additional 12" Magnetic Meter and Pressure Switch.
- Include Instrumentation Programming to accommodate above changes.
- Include Electrical Adjustments to accommodate above changes.

Items specifically excluded from this scope include (Can price any of the below if requested):

- Additional Permits
- Trench Box (Depth not assumed to exceed 5')
- Dewatering
- Pavement removal or replacement
- Termite treatments
- Stone or other subgrade materials
- Provisions for any night work including manpower or equipment.
- Provisions for any special access including additional manpower.
- Demolition of any existing materials
- Certified Payroll
- Davis Bacon or any scale wages by L7 or any of its subcontractors
- MBE or MWBE requirements or filings

Approx. schedule of the scope of work:

- There is no completion deadline. Work can be scheduled as mutually agreeable.
- **Approx. 23 ADDITIONAL WEEKS of work at the project site is anticipated to complete the scope.**

L7 Construction, Inc. proposes to provide the labor, equipment, and materials for all of the above scope of work for the lump sum of **\$737,076.33 Seven Hundred Thirty-Seven Thousand Seventy-Six Dollars and Thirty-Three Cents.**

See Price Breakdown Attached.

Thank you for the opportunity to quote you on this scope of work if you have any questions or concerns please feel free to give me a call to discuss.

John Henderson
L7 Construction, Inc.
321-972-9325 office
863-956-6380 cell

275 Hunt Park Cove
Longwood, FL 32750
jhenderson@L7constructs.com

A	B	C	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDER VALUE
1	Mobilization/Demobilization		
	Mobilization	\$ 33,841.88	\$ -
	Demobilization	\$ 11,280.62	\$ -
2	General Requirements		
	Bonds, Insurance, & Fees	\$ 40,000.00	\$ 24,925.29
	Project Documentation, Record Drawings, & Maintenance Manuals	\$ 1,000.00	\$ -
	Temporary Facilities & Utilities	\$ 5,000.00	\$ -
	Project Safety	\$ 3,000.00	\$ -
	Site Clean-up	\$ 1,000.00	\$ -
3	Project Record Drawings		
	Asbuilts	\$ 5,000.00	\$ -
4	Earthwork		
	Tree Removal	\$ 25,000.00	\$ -
	Silt Fence	\$ 10,000.00	\$ -
	Overflow Pond - Layout	\$ 10,000.00	\$ -
	Overflow Pond - Excavate	\$ 10,000.00	\$ -
	Overflow Pond - Place Fill	\$ 95,000.00	\$ -
	Overflow Pond - Tank Drain	\$ 5,000.00	\$ -
	Overflow Pond - Pond Overflow	\$ 5,000.00	\$ -
	Finish Grade	\$ 5,000.00	\$ -
	Sod	\$ 15,000.00	\$ -
5	Masonry Building		
	Building System - Submittals	\$ 10,000.00	\$ -
	Building Layout	\$ 10,000.00	\$ -
	Building Prep Grade	\$ 10,000.00	\$ -
	Concrete - Submittals	\$ 5,000.00	\$ -
	Concrete Slab	\$ 45,000.00	\$ -
	CMU Walls	\$ 45,000.00	\$ -
	Roofing System	\$ 45,000.00	\$ -
	Lighting	\$ 5,000.00	\$ -
	HVAC - Submittals	\$ 2,500.00	\$ -
	HVAC	\$ 22,500.00	\$ -
	Protective Coatings - Submittals	\$ 2,500.00	\$ -
	Protective Coatings	\$ 22,500.00	\$ -
	Doors and Hardware - Submittals	\$ 3,000.00	\$ -
	Doors and Hardware	\$ 27,000.00	\$ -
	Equipment Pads	\$ 5,000.00	\$ -
6	Ground Storage Tank		
	GST - Layout	\$ 10,000.00	\$ -
	GST - Prep Grade/Work Area	\$ 60,000.00	\$ -
	GST - Submittals	\$ 175,000.00	\$ -
	GST - Slab	\$ 600,000.00	\$ -
	GST - Walls	\$ 550,000.00	\$ 501,248.20
	GST - Dome	\$ 275,000.00	\$ -
	GST - Influent/Effluent/Drain Pipe	\$ 150,000.00	\$ -
	GST - Overflow Pipe	\$ 20,000.00	\$ -
	GST - Ladders/Handrail/Platform	\$ 150,000.00	\$ 32,734.75
	GST - Concrete Curb	\$ 25,000.00	\$ -
	GST - Testing	\$ 10,000.00	\$ -
7	Yard Piping, Pumps, Valves, and Fittings		
	Pump Pad - Layout	\$ 10,000.00	\$ -
	Pump Pad - Prep Grade	\$ 20,000.00	\$ -
	Pump Pad - Slab	\$ 50,000.00	\$ -
	High Service Pumpe - Submittals	\$ 20,000.00	\$ 600.00
	High Service Pumpe - Set Pumps	\$ 180,000.00	\$ -
	Flange Pipe - Submittals	\$ 43,000.00	\$ -
	Flange Pipe - Pump Suction & Valves Install	\$ 117,000.00	\$ -
	Flange Pipe - Pump Discharge & Valves w/ FM Install	\$ 270,000.00	\$ (10,000.00)
	BG Pipe - Submittals	\$ 23,000.00	\$ -
	BG Pipe - Pump Station to Tank	\$ 27,000.00	\$ -
	BG Pipe - Conection to Exsiting Pipe Lines	\$ 90,000.00	\$ -
	BG Pipe - Tank Overflow & Drain	\$ 90,000.00	\$ -
8	Electrical		
	Electrical - Submittals	\$ 39,000.00	\$ -
	Temp Electrical	\$ 35,000.00	\$ -
	Electrical Building - Gear	\$ 200,000.00	\$ 18,154.85
	Electrical Building - Lighting and Wiring	\$ 50,000.00	\$ -
	Grounding	\$ 40,000.00	\$ -
	High Service Pumps	\$ 26,000.00	\$ -
9	Instrumentation		
	Instrumentation - Submittals	\$ 55,144.38	\$ -
	Instrumentation - Equipment	\$ 110,288.75	\$ 34,541.98
	Instrumentation - Commisioned	\$ 55,144.37	\$ -
10	Change Order 001		
	PW Line & Flow Meter Assembly - Material & Install		\$ 134,871.26
	GRAND TOTALS	\$ 4,115,700.00	\$ 737,076.33



STAFF REPORT

Meeting Date: June 3, 2025

Item #: 8

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: First Reading of Ordinances for 524, 518 & 508 Woodson Ave. - Legacy Homes FL LLC Annexation & Rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District); Project No(s): AX-04-25-04, AX-04-25-03, AX-04-25-02, RZ-25-04-04, RZ-25-04-03, & RZ-25-04-02. (Planner I Belizaire)

Background Summary: Owner/Applicant: Legacy Homes FL LLC

General Location: The properties are in Commission District 2 and are located on the west side of Woodson Avenue and south of Center Street.

Property Size & Parcel Identification Number: The table below summarizes the acreages and parcel identification numbers of the properties.

Address	Parcel ID No.	Acreage
524 Woodson Avenue	17-22-28-0000-00-039	0.35
518 Woodson Avenue	17-22-28-0000-00-093	0.38
508 Woodson Avenue	17-22-28-0000-00-076	0.38

Existing Site Conditions: The table below summarizes the existing site conditions of the properties.

524, 518 & 508 Woodson Avenue			
Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Overlay/ Unique Features
Low Density Residential (4 units per acre)	County R-1	Vacant	N/A

The properties are surrounded by the following: jurisdictions, Future Land Use Map (FLUM) designations, zoning districts, and land uses.

524, 518 & 508 Woodson Avenue				
Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Uses
North	City of Ocoee	Low Density Residential	R-1A	Single-Family Residential
South	Orange County	Low Density Residential	R-1	Single-Family Residential
East	Orange County	Low Density Residential	R-1	Single-Family Residential
West	Orange County	Low Density Residential	R-1	Single-Family Residential

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on the subject properties.

524, 518 & 508 Woodson Avenue			
Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
N/A (Site remains LDR)	City R-1A	Single Family Dwelling	Conventional R-1A 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 properties are located near the center of the City's jurisdictional limits and, as such, are contiguous to the City and do not create enclaves. Instead, the annexation of the properties furthers the City's efforts to reduce existing enclaves within the city limits.

Consistent with JPA Agreement: The properties are located within the Ocoee-Orange County Joint Planning Area (JPA) Agreement, and the proposed annexation and zoning classification are consistent with the terms of the JPA Agreement.

Consistency with the Adopted Comprehensive Plan: The annexations are 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-1A zoning classification for the properties 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 Woodson Avenue.

Utilities: City water service is available from an existing 6" potable water line adjacent to the properties. 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 properties. The water service installation for the properties will require an Orange County right-of-way permit, which will increase the turnaround time. No

sewer lines are available, and the properties will be served by private septic systems.

Transportation: No issues are anticipated as the properties are entitled to have one (1) single-family dwelling per lot.

Stormwater: N/A

Schools: N/A

Public Safety: Fire service is available within 2.4 miles of the properties and can be provided within a five (5) minute response time at a 750-gpm water flow. Police service is available within the Policy Patrol Zone 55 with a 3-minute emergency response time.

An Annexation Feasibility & Public Facilities Analysis Report and Business Impact Estimate Form were completed for each of the properties. Please see the attached documents for the completed reports and forms.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed annexation and rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Legacy Homes FL LLC properties located at 524, 518, and 508 Woodson Avenue?

Recommendations:

Development Review Committee (DRC):

The Development Review Committee (DRC) met on Tuesday, May 6, 2025, to consider the application for annexation and rezoning. Upon a finding of consistency with the City's regulations and policies and the terms of the City of Ocoee-Orange County Joint Planning Area (JPA) Agreement, the DRC made a recommendation of approval of the proposed annexation and rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Legacy Homes FL LLC properties located at 524, 518, and 508 Woodson Avenue.

Planning & Zoning Commission Recommendation:

The Planning & Zoning (PZC), acting as the Local Planning Agency (LPA), considered this item at its May 13, 2025, hearing and, identifying no issues, made a recommendation of approval of the proposed annexation and rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Legacy Homes FL LLC properties located at 524, 518 and 508 Woodson Avenue.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed annexation and rezoning of Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Legacy Homes FL LLC properties located at 524, 518, and 508 Woodson Avenue.

Attachments:

1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Annexation Ordinance - 524 Woodson Avenue Legacy Homes FL LLC Property
6. Annexation Ordinance - 518 Woodson Avenue Legacy Homes FL LLC Property
7. Annexation Ordinance - 508 Woodson Avenue Legacy Homes FL LLC Property
8. Rezoning Ordinance - 524 Woodson Avenue Legacy Homes FL LLC Property
9. Rezoning Ordinance - 518 Woodson Avenue Legacy Homes FL LLC Property
10. Rezoning Ordinance - 508 Woodson Avenue Legacy Homes FL LLC Property

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761
Phone: (407) 905-3100 ▪ www.ocoe.org

11. 524 Woodson Avenue Feasibility Report
12. 518 Woodson Avenue Feasibility Report
13. 508 Woodson Avenue Feasibility Report
14. Business Impact Estimate Form 524 Woodson Avenue Annexation and Rezoning
15. Business Impact Estimate Form 518 Woodson Avenue Annexation and Rezoning
16. Business Impact Estimate Form 508 Woodson Avenue Annexation and Rezoning

Financial Impacts:

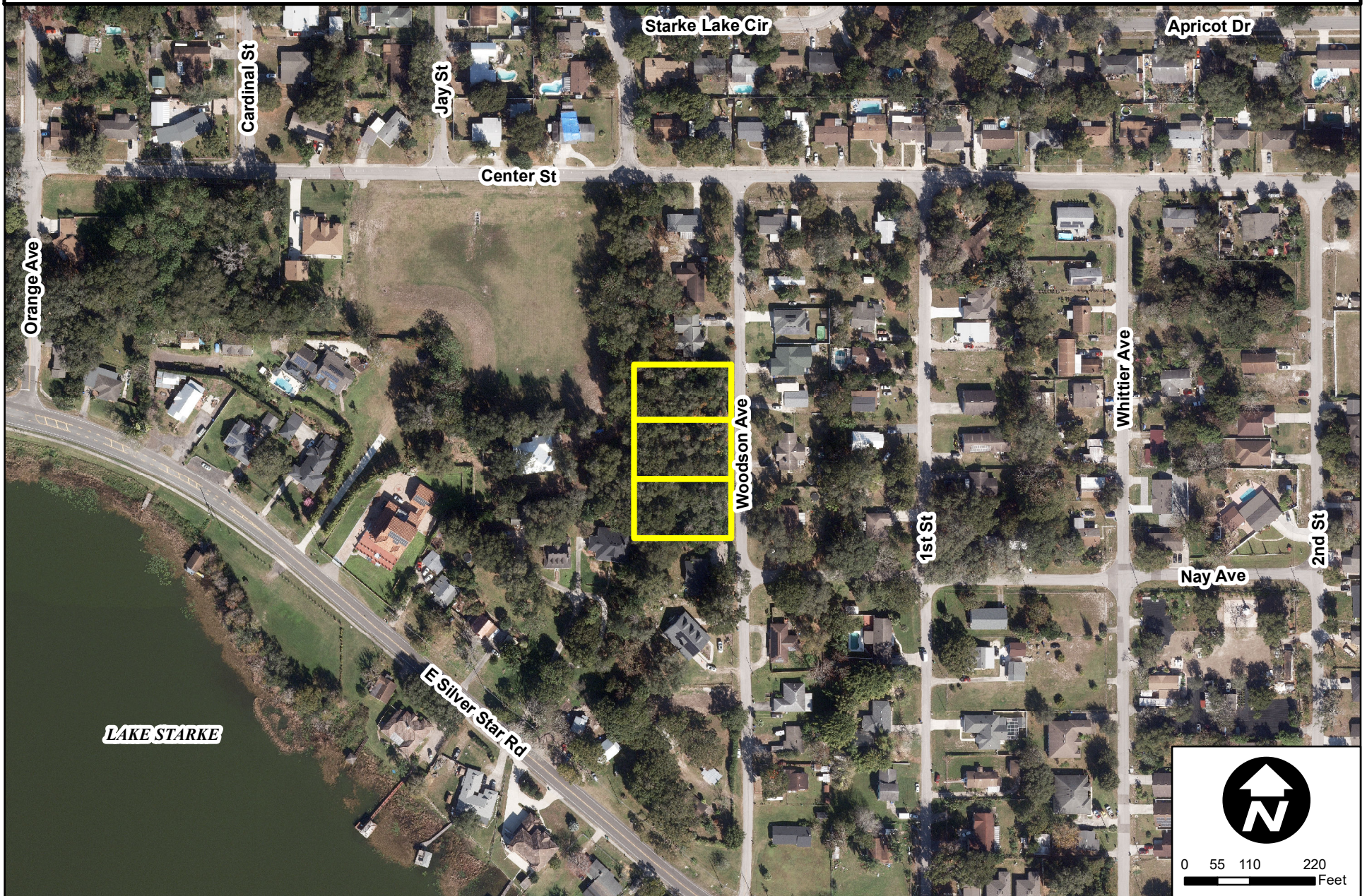
N/A

Type of Item: First Reading

508, 518, 524 Woodson Avenue
Location Map



508, 518, 524 Woodson Avenue 2025 Aerial Photography



508, 518, 524 Woodson Avenue Surrounding Future Land Use Map



Development Services
Department

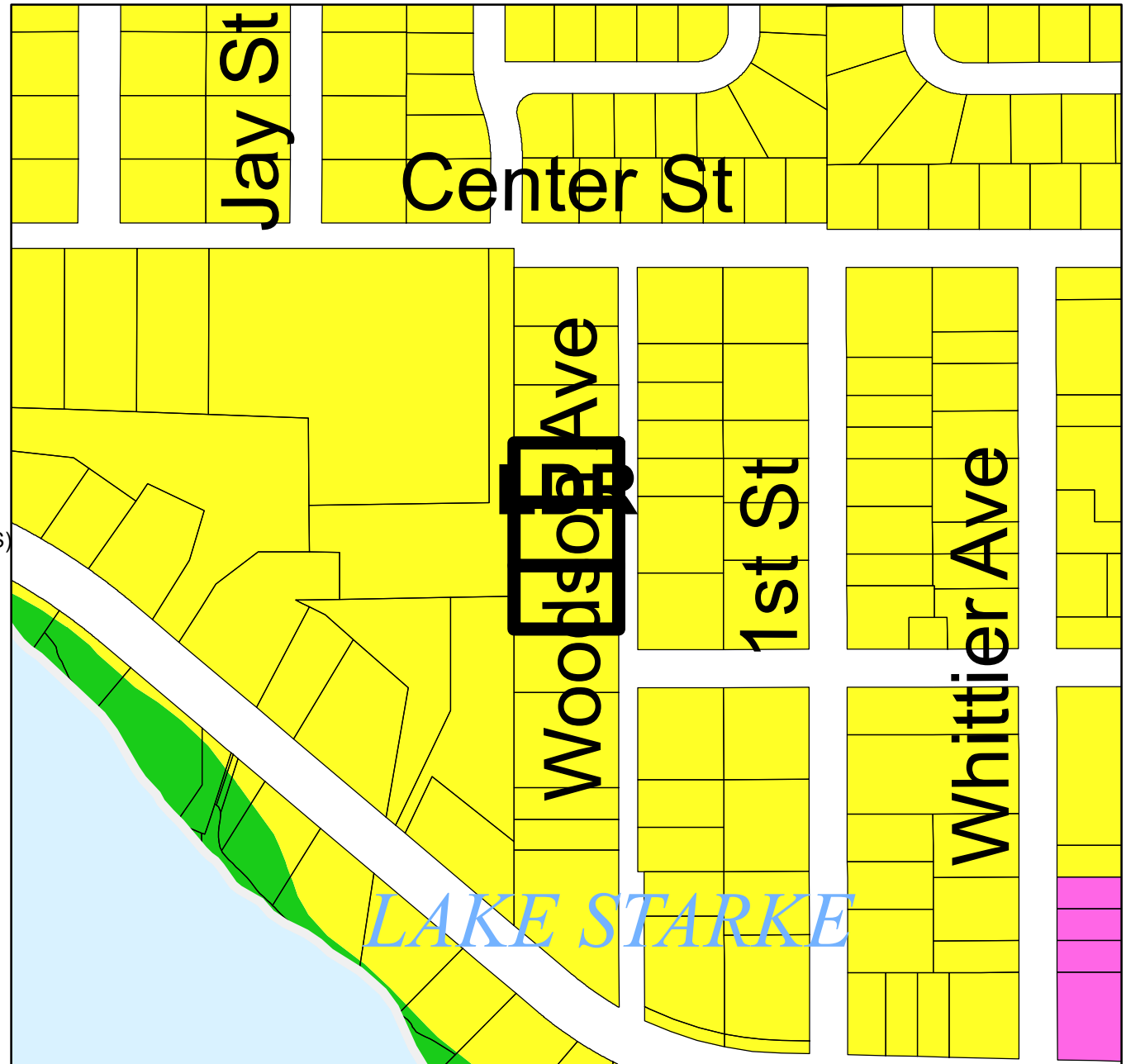
0 60 120 240
Feet

Created: April 2025

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



508, 518, 524 Woodson Avenue Surrounding Zoning Map



Development Services
Department

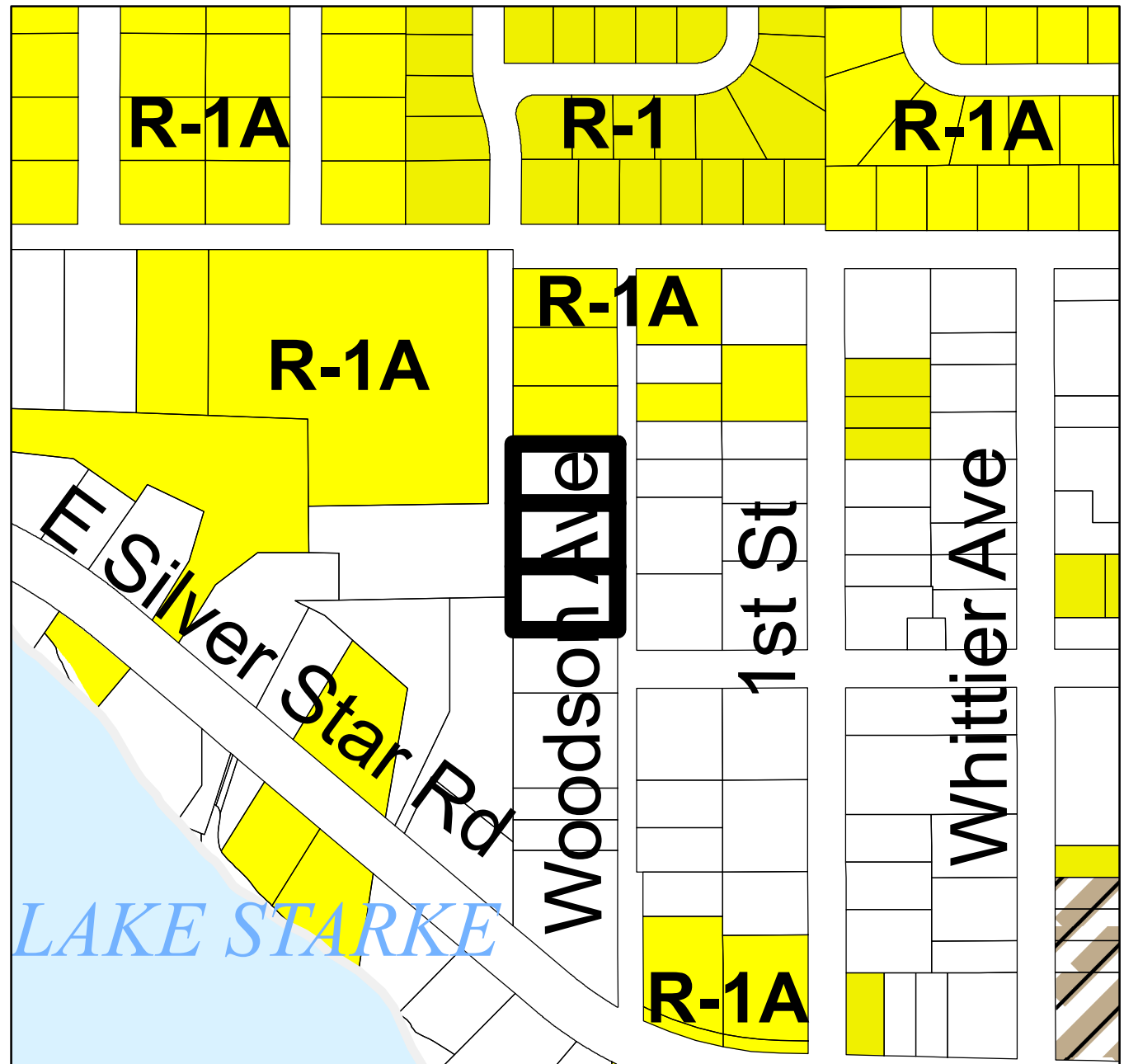
0 60 120 240
Feet

Created: April 2025

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



**ORDINANCE NO. 2025-
(Annexation Ordinance for 524 Woodson Avenue –
Legacy Homes FL LLC Property)**

TAX PARCEL ID: 17-22-28-0000-00-039

**CASE NO. AX-04-25-04: 524 Woodson Avenue –Legacy Homes FL LLC 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 0.35 ACRES LOCATED AT 524 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 0.35 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 May 13, 2025, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2025

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2025
READ SECOND TIME AND ADOPTED
_____, 2025, UNDER AGENDA
ITEM NO. _____

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

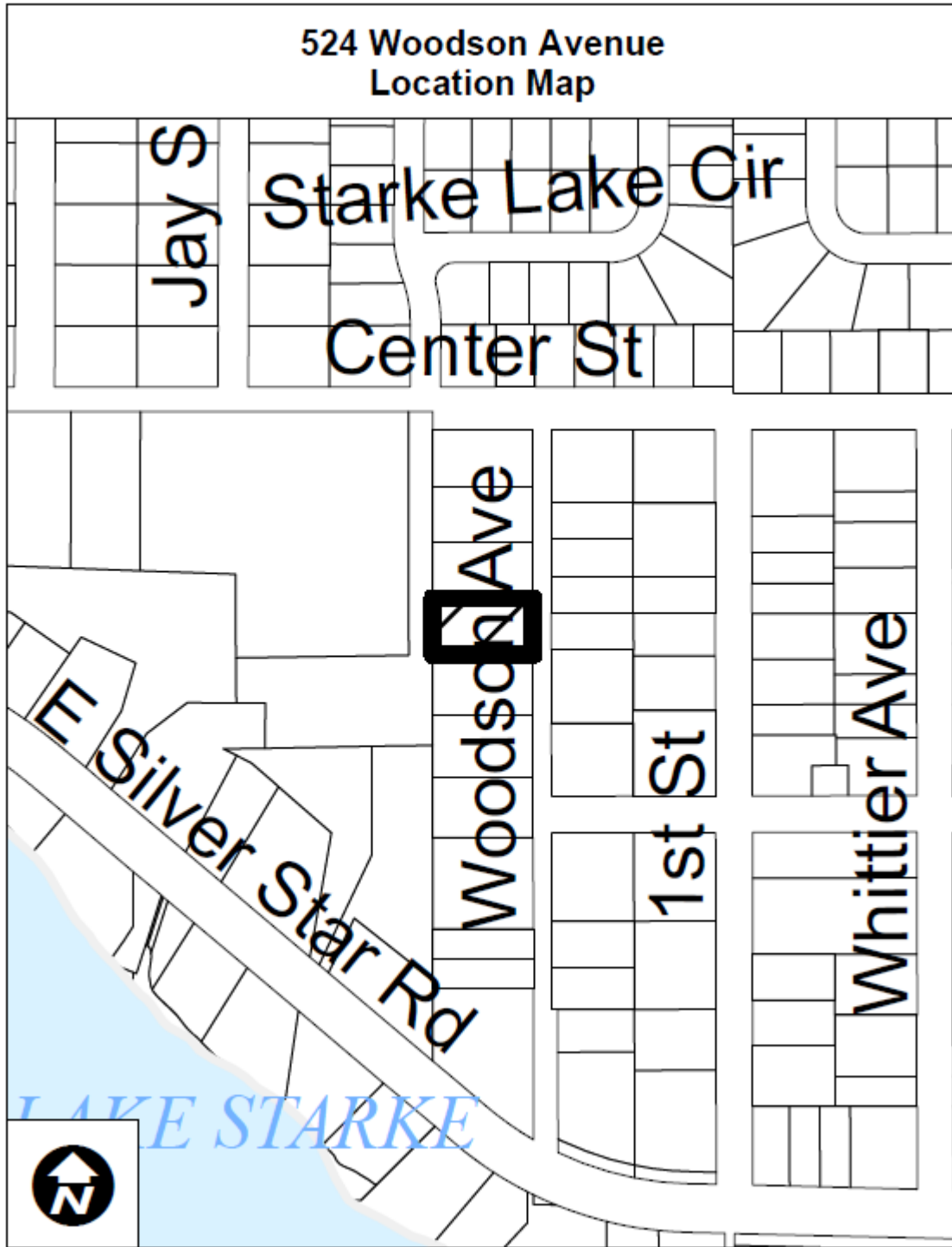
LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-039

S 93 FT OF S 370 FT OF N 400 FT OF E1/2 OF W 1/2 OF E1/2 OF SW1/4 OF NE1/4 OF SEC
17-22-28

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Annexation Ordinance for 518 Woodson Avenue –
Legacy Homes FL LLC Property)**

TAX PARCEL ID: 17-22-28-0000-00-093

**CASE NO. AX-04-25-03: 518 Woodson Avenue –Legacy Homes FL LLC 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 0.38 ACRES LOCATED AT 518 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 0.38 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 May 13, 2025, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2025

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2025
READ SECOND TIME AND ADOPTED
_____, 2025, UNDER AGENDA
ITEM NO. _____

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-093

S 100 FT OF N 500 FT OF E1/2 OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 OF SEC 17-22-28

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Annexation Ordinance for 508 Woodson Avenue –
Legacy Homes FL LLC Property)**

TAX PARCEL ID: 17-22-28-0000-00-076

**CASE NO. AX-04-25-02: 508 Woodson Avenue –Legacy Homes FL LLC 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 0.38 ACRES LOCATED AT 508 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 0.38 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 May 13, 2025, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2025

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2025
READ SECOND TIME AND ADOPTED
_____, 2025, UNDER AGENDA
ITEM NO. _____

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-076

BEG 500 FT S OF NW COR OF E1/2 OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 RUN E 164.13
FT S 100 FT W 164.13 FT N TO POB IN SEC 17-22-28

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Rezoning Ordinance for 524 Woodson Avenue
– Legacy Homes FL LLC Property)**

TAX PARCEL ID: 17-22-28-0000-00-039

**CASE NO. RZ-25-04-04: 524 Woodson Avenue – Legacy Homes FL LLC Property
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-1A (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.35 ACRES LOCATED AT 524 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 0.35 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-1A; 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 May 13, 2025, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification

of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on June 3, 2025, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 0.35 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-1A. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2025.
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**

this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

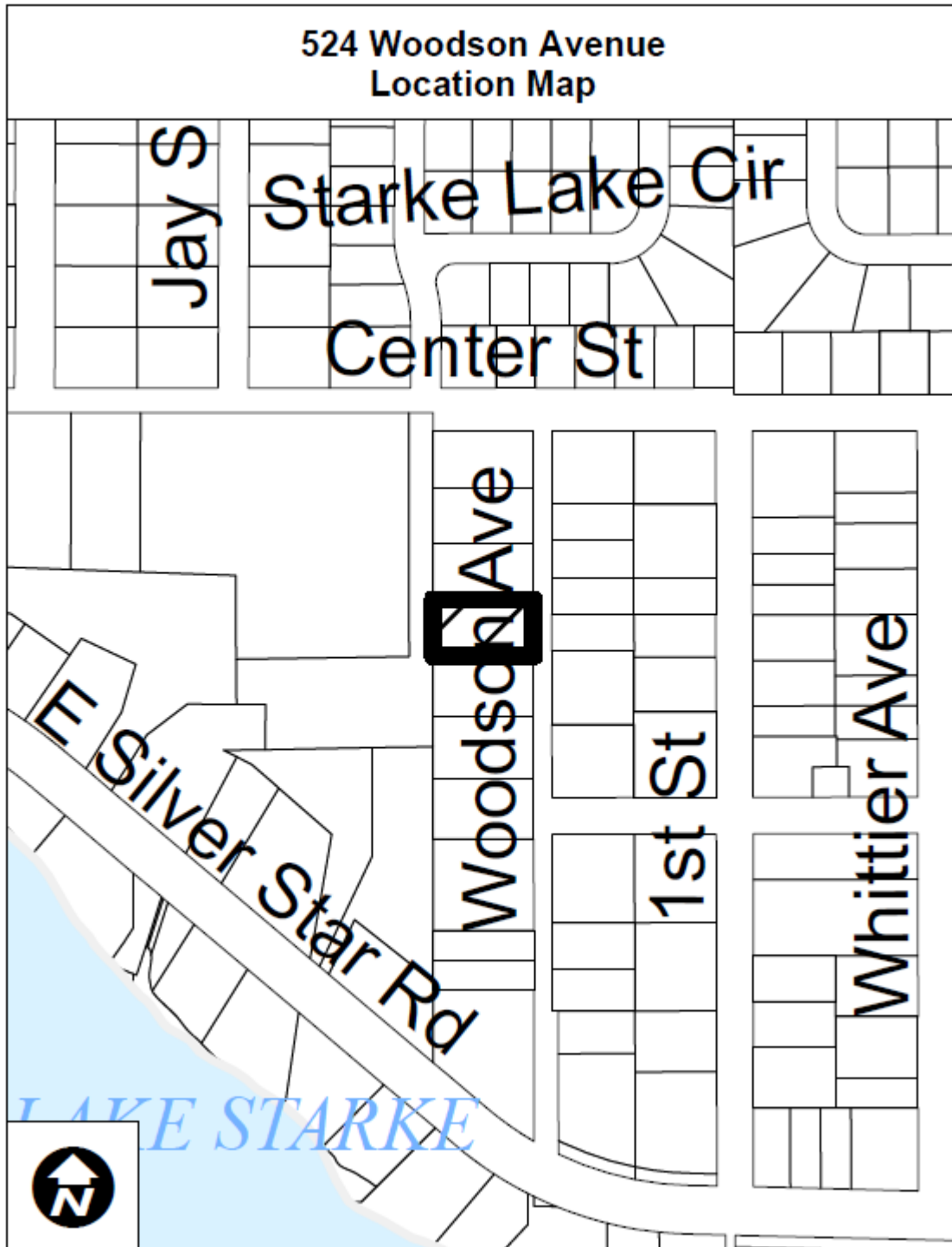
LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-039

S 93 FT OF S 370 FT OF N 400 FT OF E1/2 OF W 1/2 OF E1/2 OF SW1/4 OF NE1/4 OF SEC
17-22-28

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Rezoning Ordinance for 518 Woodson Avenue
– Legacy Homes FL LLC Property)**

TAX PARCEL ID: 17-22-28-0000-00-093

**CASE NO. RZ-25-04-03: 518 Woodson Avenue – Legacy Homes FL LLC Property
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-1A (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 518 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 0.38 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-1A; 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 May 13, 2025, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification

of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on June 3, 2025, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 0.38 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-1A. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2025.
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**

this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-093

S 100 FT OF N 500 FT OF E1/2 OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 OF SEC 17-22-28

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Rezoning Ordinance for 508 Woodson Avenue
– Legacy Homes FL LLC Property)**

TAX PARCEL ID: 17-22-28-0000-00-076

**CASE NO. RZ-25-04-02: 508 Woodson Avenue – Legacy Homes FL LLC Property
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-1A (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 508 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 0.38 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-1A; 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 May 13, 2025, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification

of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on June 3, 2025, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 0.38 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-1A. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2025.
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**

this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-076

BEG 500 FT S OF NW COR OF E1/2 OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 RUN E 164.13
FT S 100 FT W 164.13 FT N TO POB IN SEC 17-22-28

EXHIBIT "B"

LOCATION MAP



CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-04-25-04 & RZ-25-04-04

APPLICANT NAME: Legacy Homes FL LLC

PROJECT NAME: 524 WOODSON AVE. – LEGACY HOMES ANNEXATION

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT

Berenice Belizaire, Planner I

A. Applicant/Owner

1. Owner (if different from Applicant):	Legacy Homes FL LLC
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B. Property Location

1. General Location:	West of Woodson Avenue and south of Center Street.
2. Parcel Identification Number:	17-22-28-0000-00-039
3. Street Addresses:	524 Woodson Avenue
4. Size and Number of Parcels:	0.35 acres (1 parcel)

C. Use Characteristics

1. Existing Use:	Vacant
2. Proposed use:	Single-family dwelling
3. Density / Intensity:	LDR (4 units per acre)
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-1A

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:	2.4 miles
3. Fire Flow Requirements:	750 GPM

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area:	55/1531/Hillcrest Heights
2. Estimated Response Time:	3 mins Emergency/10 Minutes Non-Emergency
3. Distance to Property:	N/A
3. Average Travel Time	N/A

IV. ECONOMIC VALUE	Berenice Belizaire, Planner I
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1. Property Appraiser Market Value:	\$85,000
2. Property Appraiser Taxable Value	\$85,000
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
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1. Within the 100-year Flood Plain:	No
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VI. UTILITIES	T'Jean Tomlinson, P.E., Engineering Manager
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A. Potable Water	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	Yes, offsite water main extension is currently under construction.
4. Location and Size of Nearest Water Main:	6" water main extension will be adjacent to property.

B. Sanitary Sewer	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	No, sewer treatment capacity is available at wastewater treatment facility but sewer connection is not currently available.
3. Extension Needed:	N/A, sewer connection is not currently available and extension is cost-prohibitive.
4. Location and Size of Nearest Force Main:	N/A to this annexation; 6" force main on E Silver Star Rd.
5. Annexation Agreement Needed:	Annexation agreement needed for water service. City sewer service is not being provided at this time.

C. Other	
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1. Utility Easement Needed:	Yes; to be dedicated prior to completion of offsite water main site work permit.
2. Private Lift Station Needed:	No
3. Well Protection Area Needed:	No

VII. TRANSPORTATION	Berenice Belizaire, Planner I
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1. Paved Access:	Yes- Woodson Avenue
2. ROW Dedication:	No
3. Traffic Study:	No
4. Traffic Analysis Zone:	No

VIII. PRELIMINARY CONCURRENCY EVALUATION	
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A. Transportation:	
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B. Parks / Recreation:	
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C. Water / Sewer:	
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D. Stormwater:	
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E. Solid Waste:	
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F. Impact Fees:	
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IX. SITE SPECIFIC ISSUES

All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS

Berenice Belizaire, Planner I

CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-04-25-03 & RZ-25-04-03

APPLICANT NAME: Legacy Homes FL LLC

PROJECT NAME: 518 WOODSON AVE. – LEGACY HOMES ANNEXATION

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT

Berenice Belizaire, Planner I

A. Applicant/Owner

1. Owner (if different from Applicant):	Legacy Homes FL LLC
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B. Property Location

1. General Location:	West of Woodson Avenue and south of Center Street.
2. Parcel Identification Number:	17-22-28-0000-00-093
3. Street Addresses:	518 Woodson Avenue
4. Size and Number of Parcels:	0.38 acres (1 parcel)

C. Use Characteristics

1. Existing Use:	Vacant
2. Proposed use:	Single-family dwelling
3. Density / Intensity:	LDR (4 units per acre)
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-1A

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:	2.4 miles
3. Fire Flow Requirements:	750 GPM

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area:	55/1531/Hillcrest Heights
2. Estimated Response Time:	3 mins Emergency/10 Minutes Non-Emergency
3. Distance to Property:	N/A
3. Average Travel Time	N/A

IV. ECONOMIC VALUE	Berenice Belizaire, Planner I
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1. Property Appraiser Market Value:	\$85,000
2. Property Appraiser Taxable Value	\$85,000
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
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1. Within the 100-year Flood Plain:	No
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VI. UTILITIES	T'Jean Tomlinson, P.E., Engineering Manager
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	A. Potable Water	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	Yes, offsite water main extension is currently under construction
4. Location and Size of Nearest Water Main:	6" water main extension will be adjacent to property.

	B. Sanitary Sewer	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	No, sewer treatment capacity is available at wastewater treatment facility but sewer connection is not currently available.
3. Extension Needed:	N/A, sewer connection is not currently available and extension is cost-prohibitive.
4. Location and Size of Nearest Force Main:	N/A to this annexation; 6" force main on E Silver Star Rd.
5. Annexation Agreement Needed:	Annexation agreement needed for water service. City sewer service is not being provided at this time.

	C. Other	
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1. Utility Easement Needed:	Yes; to be dedicated prior to completion of offsite water main site work permit.
2. Private Lift Station Needed:	No
3. Well Protection Area Needed:	No

VII. TRANSPORTATION	Berenice Belizaire, Planner I
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1. Paved Access:	Yes- Woodson Avenue
2. ROW Dedication:	No
3. Traffic Study:	No
4. Traffic Analysis Zone:	No

VIII. PRELIMINARY CONCURRENCY EVALUATION	
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A. Transportation:	
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B. Parks / Recreation:	
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C. Water / Sewer:	
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D. Stormwater:	
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E. Solid Waste:	
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F. Impact Fees:	
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IX. SITE SPECIFIC ISSUES

All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS

Berenice Belizaire, Planner I

CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-04-25-02 & RZ-25-04-02

APPLICANT NAME: Legacy Homes FL LLC

PROJECT NAME: 508 WOODSON AVE. – LEGACY HOMES ANNEXATION

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT

Berenice Belizaire, Planner I

A. Applicant/Owner

1. Owner (if different from Applicant):	Legacy Homes FL LLC
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B. Property Location

1. General Location:	West of Woodson Avenue and south of Center Street.
2. Parcel Identification Number:	17-22-28-0000-00-076
3. Street Addresses:	508 Woodson Avenue
4. Size and Number of Parcels:	0.38 acres (1 parcel)

C. Use Characteristics

1. Existing Use:	Vacant
2. Proposed use:	Single-family dwelling
3. Density / Intensity:	LDR (4 units per acre)
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-1A

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 miles
3. Fire Flow Requirements:	750 GPM

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area:	55/1531/Hillcrest Heights
2. Estimated Response Time:	3 mins Emergency/10 Minutes Non-Emergency
3. Distance to Property:	N/A
3. Average Travel Time	N/A

IV. ECONOMIC VALUE	Berenice Belizaire, Planner I
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1. Property Appraiser Market Value:	\$85,000
2. Property Appraiser Taxable Value	\$85,000
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
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1. Within the 100-year Flood Plain:	No
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VI. UTILITIES	T'Jean Tomlinson, P.E., Engineering Manager
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A.	Potable Water
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	Yes, offsite water main extension is currently under construction.
4. Location and Size of Nearest Water Main:	6" water main extension will be adjacent to property.

B.	Sanitary Sewer
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	No, sewer treatment capacity is available at wastewater treatment facility but sewer connection is not currently available.
3. Extension Needed:	N/A, sewer connection is not currently available and extension is cost-prohibitive.
4. Location and Size of Nearest Force Main:	N/A to this annexation; 6" force main on E Silver Star Rd.
5. Annexation Agreement Needed:	Annexation agreement needed for water service. City sewer service is not being provided at this time.

C.	Other
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1. Utility Easement Needed:	Yes, to be dedicated prior to completion of offsite water main site work permit.
2. Private Lift Station Needed:	No
3. Well Protection Area Needed:	No

VII. TRANSPORTATION	Berenice Belizaire, Planner I
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1. Paved Access:	Yes- Woodson Avenue
2. ROW Dedication:	No
3. Traffic Study:	No
4. Traffic Analysis Zone:	No

VIII. PRELIMINARY CONCURRENCY EVALUATION	
A. Transportation:	
B. Parks / Recreation:	
C. Water / Sewer:	
D. Stormwater:	
E. Solid Waste:	
F. Impact Fees:	

IX. SITE SPECIFIC ISSUES	All Departments
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X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS	Berenice Belizaire, Planner I
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City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING AND REZONING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.35 ACRES LOCATED AT 524 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET AND ASSIGNED PARCEL ID NUMBER 17-22-28-0000-00-039 PURSUANT TO THE APPLICATION SUBMITTED BY THE APPLICANT; FINDING SAID ANNEXATION AND REZONING TO BE CONSISTENT WITH THE FLORIDA STATUTES, THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinances will annex and rezone the property located at 524 Woodson Avenue—the Legacy Homes FL LLC property—into the city from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District). The purpose of the annexation and rezoning is for the property to be incorporated within the City of Ocoee for the future pursuit of a lot split and construction of a single-family residence.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

The purpose of the annexation and rezoning is for the property located at 524 Woodson Avenue—Legacy Homes FL LLC Property—to be incorporated within the City of Ocoee for the future pursuit of a lot split and construction of a single-family residence.

City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING AND REZONING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 518 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET AND ASSIGNED PARCEL ID NUMBER 17-22-28-0000-00-093, PURSUANT TO THE APPLICATION SUBMITTED BY THE APPLICANT; FINDING SAID ANNEXATION AND REZONING TO BE CONSISTENT WITH THE FLORIDA STATUTES, THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

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- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
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2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

The purpose of the annexation and rezoning is for the property located at 518 Woodson Avenue—Legacy Homes FL LLC Property—to be incorporated within the City of Ocoee for the future pursuit of a lot split and construction of a single-family residence.

City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING AND REZONING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.38 ACRES LOCATED AT 508 WOODSON AVENUE ON THE WEST SIDE OF WOODSON AVENUE AND SOUTH OF CENTER STREET AND ASSIGNED PARCEL ID NUMBER 17-22-28-0000-00-076, PURSUANT TO THE APPLICATION SUBMITTED BY THE APPLICANT; FINDING SAID ANNEXATION AND REZONING TO BE CONSISTENT WITH THE FLORIDA STATUTES, THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

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- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
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In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinances will annex and rezone the property located at 508 Woodson Avenue—the Legacy Homes FL LLC property—into the city from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District). The purpose of the annexation and rezoning is for the property to be incorporated within the City of Ocoee for the future pursuit of a lot split and construction of a single-family residence.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

The purpose of the annexation and rezoning is for the property located at 508 Woodson Avenue—Legacy Homes FL LLC Property—to be incorporated within the City of Ocoee for the future pursuit of a lot split and construction of a single-family residence.