



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

October 21, 2025

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• PRESENTATIONS AND PROCLAMATIONS

Week of the Family Proclamation

Florida City Week Proclamation

• STAFF REPORTS AND AGENDA REVIEW

• PUBLIC COMMENTS

• CONSENT AGENDA

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

1. Approval of Minutes from the Regular City Commission Meeting held October 7, 2025. **(City Clerk Sibbitt)**
2. Authorization to Accept FDLE Drone Replacement Program Grant Funding and Authorize the Purchase of a New Drone. **(Deputy Fire Chief Van Camp)**
3. Approval of FY 2025-2026 Budgeted Fire Engine Purchase. **(Deputy Fire Chief Van Camp)**
4. Approval to Award RFQ #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility. **(Procurement Manager Tolbert)**
5. Approval to Piggyback Omnia's Contract for the Freedom Park Playground Project. **(Parks and Leisure Services Director Johnson)**
6. Approval to Piggyback the Clay County Contract for the Bob Sorenson Park Ballfield Lights. **(Parks and Leisure Services Director Johnson)**
7. Approval of FY 2025-2026 Budgeted Mower and Vacuum Equipment Purchases. **(Parks and Leisure Services Director Johnson)**
8. Approval of Victims of Crimes Act Agreement for FY 2025–2026. **(Police Chief Ogburn)**

9. Approval of FY 2025-2026 Traffic Signal Repair and Replacement Projects with Control Specialists. **(Assistant Public Works Director Gajadhar)**
10. Approval of FY 2025-2026 Budgeted Vehicle and Equipment Purchases. **(Assistant Public Works Director Gajadhar)**
11. Approval to Contract Core and Main to Provide the VertexOne Customer Portal. **(Utilities Director Bolling)**
12. Approval to Rebuild Bar Screen #2 at the City of Ocoee Wastewater Treatment Plant. **(Utilities Director Bolling)**
13. Approval to Replace the 3 Chlorine Tanks and Pumping System at the City of Ocoee Wastewater Treatment Plant. **(Utilities Director Bolling)**
14. Approval for the Purchase of a New Pump Lift Station #63 Pump 1. **(Utilities Director Bolling)**
15. Approval of Red Zone Robotics to Complete the First Stage of Gravity System Condition Assessment. **(Utilities Director Bolling)**
16. Approval to Rehabilitate Ocoee Lift Stations 42,49,50,52, and 53 and Piggyback RCM City of Zephyrhills Contract. **(Utilities Director Bolling)**
17. Approval of Intent to Annex Agreement with MPJ Realty USA, LLC. **(Utilities Director Bolling)**
18. Approval of Amendment 1 for Hazen & Sawyer to Provide Additional Design Services for the Forest Oaks Above Ground Injection Assembly. **(Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE**

19. First Reading of Ordinance for Fiscal Year 2025 Year-End Budget Amendment. **(Assistant Finance Director Lawitzke)**
20. First Reading of Ordinance Amending Section 124-8 through Section 124-11 of the Code of Ordinances for Smoking Prohibited in Portions of Recreational Property **(Parks and Leisure Services Deputy Director Gaines)**

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

• **PUBLIC HEARING**

• **REGULAR AGENDA**

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

• **ADJOURNMENT**

Regular City Commission
October 21, 2025

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.



**WEEK OF THE
FAMILY**
ORANGE COUNTY FLORIDA



PROCLAMATION

- WHEREAS,** The City of Ocoee is blessed with a multitude of families – an essential part of the cultural, social and spiritual fabric of our community; and
- WHEREAS,** The City of Ocoee Commission recognizes that strong families are at the center of communities, that children live better lives when their families are strong, and that families are strong when they live in communities that connect them to economic opportunities, social networks, and services; and
- WHEREAS,** The theme for this year's Week of the Family is: Families Support Each Other; and
- WHEREAS,** We hope you will consider every day how you can be present with your family – your parents, siblings and children, if you have them; and
- WHEREAS,** During the week of November 1st through November 8th 2025, City of Ocoee residents should take the time to honor the importance of families and recommit to enhancing and extending the special connections that support and strengthen them.

Now, Therefore, the City Commission of the City of Ocoee, does hereby declare the week of November 1-8, 2025, as

Week of the Family

in Ocoee, and urge all citizens to share in the many festivities prepared for this occasion.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 21st day October, 2025.

Rusty Johnson, Mayor



Proclamation

- WHEREAS,** City government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and
- WHEREAS,** Municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and
- WHEREAS,** City government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and
- WHEREAS,** City government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and
- WHEREAS,** Florida City Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and
- WHEREAS,** the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, BE IT RESOLVED, the Ocoee City Commission does hereby proclaim October 20th - October 26th, 2025, as

FLORIDA LEAGUE OF CITIES: FLORIDA CITY WEEK

IN WITNESS WHEREOF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
21st day of October 2025.

Rusty Johnson, Mayor

October 7, 2025

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• CALL TO ORDER 6:15 PM

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

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

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

• PRESENTATIONS AND PROCLAMATIONS 6:18 PM

Fire Prevention Month Proclamation - read and proclaimed by **Mayor Johnson**, accepted by Ocoee Fire Department staff.

Purple Heart City Proclamation – read and proclaimed by **Mayor Johnson**, accepted by Military Order of the Purple Heart Representatives Lou Barnes and Steven Sparrow.

Update on Tiger Minor Park 6:35 PM

Public Comments were heard out of agenda order. The following persons addressed the City Commission:

- **Kim Drury**, *Ocoee Resident*, explained how she is an avid pickleball player and expressed her thankfulness for the pickleball courts and her hope for a resolution that will accommodate everyone.
- **Dave Denmark**, *Ocoee Resident*, expressed his concern for the noise level at the park at certain times of the morning and evening and shared his hope for a resolution.

Parks and Leisure Services Director Johnson presented a PowerPoint summarizing staff's proposed solutions to address concerns raised by residents at the previous City Commission meeting. These concerns included patrons using the park too early or too late, pickleball court lights and noise level, vandalism in the park, and cars entering and exiting the park at certain hours of the night. The recommended solutions included installing gates at each entrance to be opened and closed daily, setting designated pickleball court hours from 8:00 AM to 8:00 PM, placing the court lights on a timer, and adding a sport sonic guard along with landscape barriers to help reduce noise.

- **Andrea Jones**, *Ocoee Resident*, expressed her appreciation to staff for the presented recommendations, but stated her concern with the suggested hours of 8:00 AM to 8:00 PM. She suggested switching the pickleball courts with the tennis courts.

Mayor Johnson suggested setting the closing time for the pickleball courts to 9:00 PM and stated that switching the courts with the tennis courts would not work, because they were made specifically for pickleball.

Commissioner Kennedy expressed his concerns with discussing this issue as a presentation instead of a regular agenda item and suggested bringing the item back to the Commission under the regular agenda, to be discussed.

Commissioner Wilsen stated that she appreciates the mitigation measures suggested in the presentation and she is in favor of them, as she feels they are fair and reasonable.

Commissioner Firstner stated that he supports the recommendations presented and he suggested that the sound mitigation efforts should be pursued in the budget.

Commissioner Oliver stated there must be a reasonable and amicable compromise from both the residents and the citizens and he will support the 8:00 AM – 8:00 PM or 8:30 PM suggestion.

- **Rhonda Connect, Ocoee Resident**, asked for clarification on the 8:00 AM – 8:00 PM park hours, questioning if those will be the hours for the entire park or specific to the pickleball courts and **Parks and Leisure Services Director Johnson** addressed her question.

Motion: Move to approve the Tiger Minor Park hours being set to 7:00 AM – 10:00 PM daily, establishing pickleball court hours from 8:00 AM – 8:00 PM, installing gates at each entrance to be opened and closed daily, and adding sound mitigation measures to the pickleball courts only; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 4-1 with Commission Kennedy opposing.

• **STAFF REPORTS AND AGENDA REVIEW 7:03 PM**

City Manager Shadrix announced that due to recent rain, the site conditions for the Police Department Training Facility Groundbreaking Ceremony are currently unfavorable. A determination will be made tomorrow on whether to relocate the ceremony to the Ocoee Lakeshore Center.

City Manager Shadrix also noted that the City Commission will receive a memorandum summarizing the history of permits and actions related to the fiberoptic hub located on Johio Shores Road. Regarding the Christmas lights discussed at the previous meeting, he reported that staff have completed testing all outlets and provided Duke Energy with a list of those that are not functioning.

City Manager Shadrix further advised that he is working with staff on appropriations requests to the State Legislature for the upcoming session, focusing on funding related to hurricane resiliency, septic-to-sewer conversion, and reclaimed water projects. The City is also seeking to include a public safety appropriation request. He announced that the Rewis Street waterline and sidewalk replacement project has been completed, with project closeout currently underway. The next phase is resurfacing which is expected to begin within the next few weeks.

City Manager Shadrix provided clarification on Item #10 of the Consent Agenda and updated the City Commission on the City's efforts with the U.S. Postal Service and legislative bills before Congress to unify its five zip codes into one. This year, the Zip Code Unification Bill (HR 672) successfully passed the House and is now headed to the Senate. Ocoee is part of a coalition of cities supporting this legislation, and it is recommended that representatives and two elected officials attend the lobbying event in Washington, D.C., scheduled for November 4–6. Item #10 also gives the City Commission the option to cancel its November 4th meeting and reinstate the November 18th City Commission meeting. **Commissioner Wilsen** spoke about the Rose Hill Annexation and the hardship residents have faced due to their inability to change their zip code. She expressed interest in attending the lobbying event and recommended that the Mayor also attend, given their long-standing involvement in the zip code unification effort. **Mayor Johnson** agreed and confirmed his desire to participate. **Consensus of the City Commission was to send Mayor Johnson and Commissioner Wilsen as the two Elected Official representatives to attend the lobbying days in Washington D.C.**

• **PUBLIC COMMENTS** - *Heard out of agenda order under Presentations*

• **CONSENT AGENDA 7:11 PM**

Consent Agenda Motion

Commissioner Wilsen, seconded by Commissioner Kennedy, moved to pull Item #10 for clarification to ensure there were no concerns regarding the cancellation of the November 4th meeting and the reinstatement of the November 18th City Commission meeting. No objections were raised with the cancellation of the November 4th City Commission Meeting.

Motion: Move to adopt Consent Agenda Items #1-10; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held September 16, 2025, and the Final Budget Public Hearing held September 17, 2025. **(City Clerk Sibbitt)**
2. Approval of a 30-day Extension to the Temporary Operator Agreement with SSS Down To Earth OPCO LLC, Extending the Term from October 31, 2025, to November 30, 2025, for Interim Operation of the Forest Lake Golf Course. **(Assistant City Manager Rumer)**
3. Approval to Submit an Application for the Florida Department of Health Emergency Medical Services Grant for the Purchase of Active Shooter Equipment. **(Deputy Fire Chief Van Camp)**
4. Authorization to Apply for Florida Department of Law Enforcement (FDLE) Drone Replacement Program Grant. **(Deputy Fire Chief Van Camp)**
5. Approval to Consider Amending Section 124-8 through Section 124-11 of the Code of Ordinances for Smoking Prohibited in Portions of Recreational Property. **(Parks and Leisure Services Deputy Director Gaines)**
6. Approval for Purchase and Upfit of Budgeted Vehicles. **(Deputy Police Chief McKinstry)**

Regular City Commission
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7. Approval of Panasonic Toughbook Laptop Lease. **(Police Chief Ogburn)**
8. Approval of Law Enforcement ISO ClaimSearch Access Memorandum of Understanding. **(Police Chief Ogburn)**
9. Approval of the Off Duty Management Sourcewell Agreement. **(Police Chief Ogburn)**
10. Approval to Reinstate the November 18, 2025, City Commission Meeting and Approval to Cancel the November 4, 2025, City Commission Meeting. **(Assistant City Manager Rumer)**

• **FIRST READING OF ORDINANCE** - None

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

• **PUBLIC HEARING** - None

• **REGULAR AGENDA** - None

Mayor Johnson announced the upcoming City Events for the months of October and November.

• **COMMENTS FROM COMMISSIONERS** 7:13 PM

Commissioner Kennedy – No Comments.

Commissioner Wilsen – No Comments.

Commissioner Firstner – No Comments.

Commissioner Oliver – Commented on the following: 7:14 PM – 7:15 PM

- 1) Shared that he had a great Town Hall Meeting on September 18th, which is available to view on his website, or you may email him to request a copy.
- 2) Shared that he attended the Car Show, which was a great event despite being rained out, and encouraged residents to attend next year.
- 3) Read an inspirational quote.

Mayor Johnson – Commented on the following: 7:15 PM - 7:18 PM

- 1) Read an email from a resident representing the Angel Tree Foundation and asked the City Commission for their thoughts on supporting the placement of a charity tree within the City, allowing residents to select tags and sponsor a child during the Christmas season. **Commissioner Oliver** provided a summary of the Angel Tree Foundation Program. **Mayor Johnson** asked the City Commission if they support having staff work out the details regarding placement. **Commissioner Kennedy** expressed concern about setting a precedent, and a brief discussion followed. **Mayor Johnson** concluded by stating he would contact the resident to obtain additional information to share with staff.

• ADJOURNMENT 7:18 PM

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: October 21, 2025

Item #: 2

Contact Name: Charles Van Camp
Contact Number: Ext. 2006

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Authorization to Accept FDLE Drone Replacement Program Grant Funding and Authorize the Purchase of a New Drone. (Deputy Fire Chief Van Camp)

Background Summary: The Florida Department of Law Enforcement (FDLE) has awarded the Ocoee Fire Department \$25,000 from the FY 2025–2026 Drone Replacement Grant Program. This program allows public safety agencies to replace non-compliant unmanned aircraft systems (UAS) with compliant models that meet the security requirements of Rule 60GG-2.0075, Florida Administrative Code.

The department is seeking permission to accept the grant funds and also to purchase one NDAA-compliant replacement drone kit per vendor Quote Q-43178 (dated September 28, 2025). The quote includes the compliant drone, accessories, support, and software, for a total of \$25,087.15. The FDLE grant will provide \$25,000, with the remaining \$87.15 to be covered by existing Fire Department operational funds.

The new drone will enhance operational readiness for search and rescue, disaster assessment, structure-fire overwatch, and hazardous materials incidents, while ensuring compliance with Florida's technology and cybersecurity requirements. The replacement aircraft will comply with Rule 60GG-2.0075, Florida Administrative Code.

OFD seeks to purchase the following equipment package from Skydio (Quote Q-43178, dated September 28, 2025):

- Skydio X10 Ready Kit with controller, case, batteries, chargers, and autonomy software
- Skydio NightSense attachment (low-light operations)
- Skydio Spotlight and Speaker
- Skydio Care 1-year protection plan
- Skydio Fleet Manager and Model Viewer subscription (12 months)
- Skydio Connect 5G Range Extender (12 months)
- Shipping

Total Project Cost: \$25,087.15

Approval of this item will allow OFD to apply for a grant for one compliant aircraft and restore mission-critical aerial capabilities for structure fires, large-area searches, hazardous incidents, major events, and disaster assessments. An annual subscription cost of \$120.00 will allow the department to utilize web based video streaming and flight/telemetry data.

Issue:

Should the Honorable Mayor and City Commissioners approve the acceptance of funding from the FDLE Drone Replacement Program Grant and approve the department in purchasing a new drone that will meet the security requirements of Rule 60GG-2.0075, Florida Administrative Code?

Recommendations:

It is recommended that the Honorable Mayor and City Commissioners approve the acceptance of funding from the FDLE Drone Replacement Program Grant and approve the department in purchasing a new drone.

Attachments:

None

Financial Impacts:

Grant Request: The FDLE Drone Replacement Grant Program has approved funding of \$25,000 for the purchase of a new drone.

City Share: The city's share will be \$87.15, representing costs exceeding the FDLE funding cap. This amount will be absorbed within the Fire Department's operating budget. An annual web-based subscription cost of \$120.00 will be included in the department's future budget.

Type of Item: Consent



Meeting Date: October 21, 2025

Item #: 3

Contact Name: Charles Van Camp
Contact Number: Ext. 2006

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Approval of FY 2025-2026 Budgeted Fire Engine Purchase. (Deputy Fire Chief Van Camp)

Background Summary:

The Ocoee Fire Department (Department) is requesting authorization to purchase a 2026 E-One Typhoon Pumper fire engine. This apparatus is available for immediate acquisition, with anticipated delivery in spring 2026. The Department's existing fleet of fire engines has reached advanced age, resulting in increased maintenance requirements, frequent mechanical failures, and prolonged periods of downtime. These issues hinder the Department's ability to sustain dependable emergency response operations, as reduced fleet availability and escalating repair costs strain overall service capacity. Procuring a new 2026 E-One Typhoon Pumper will enhance operational reliability, ensure consistent emergency response readiness, and minimize disruptions caused by equipment breakdowns.

Industry standards recommend a service life of ten (10) years for front-line engines and an additional five (5) years in reserve status. The Department currently operates one engine nearing the end of its ten-year front-line service period and another reserve engine that is eighteen (18) years old. Approval of this purchase will enable the Department to continue its fleet modernization efforts by acquiring a semi-custom apparatus equipped with advanced, life-saving firefighting capabilities.

This fire engine acquisition was included in the Department's Fiscal Year 2025–2026 capital improvement budget.

Issue:

Should the Honorable Mayor and City Commissioners approve the purchase of a 2026 E-One Typhoon Pumper piggybacking Orange County's Contract #Y20-1023?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the purchase of a 2026 E-One Typhoon Pumper piggybacking Orange County Contract #Y20-1023, and authorize the City Manager to approve change orders to this purchase up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this purchase.

Attachments:

1. Proposal

Financial Impacts:

The total cost for the new fire engine is \$950,000, which has been included in the department's 2025/2026 capital budget under job# A000550 GL 317-522-00-6401.

Type of Item: Consent

Apparatus Proposal

DATE: October 14, 2025

Proposal has been prepared for:
Ocoee Fire Department
Fire Chief Thomas Smothers
563 S Bluford Ave
Ocoee, FL 34761

Matheny Fire and Emergency is pleased to offer Ocoee Fire Department one (1) E-ONE Typhoon Pumper, SO147135. This vehicle shall be in accordance with the attached specifications and is priced according to the open contract with Orange County (Y20-123). The purchase price shall include all vehicle components and NFPA equipment as requested by the fire department as detailed in the Matheny Fire and Emergency Proposal.

Delivery will be F.O.B. Customer Location. This unit is due to be completed in April 2026.

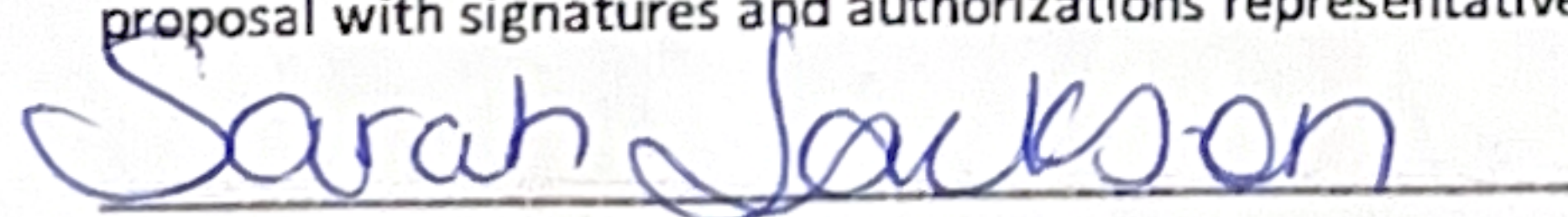
E-ONE Custom Pumper SO147135	\$1,042,304.00
10% Discount per Orange County Contract	(\$104,230.40)
Service and Equipment Allowance	\$11,926.40
Total Customer Price	\$950,000.00

This quote is valid for 30 days unless extended in writing.

CONTINGENCIES: Matheny will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state, or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, commercial chassis', parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the apparatus. Additionally, the quoted pricing may be subject to manufacturer price adjustment for any unforeseen materials and/or component cost increases incurred at time of materials acquisition and/or production in the form of a material cost increase. Supporting documentation shall be provided detailing any changes that may impact final pricing and delivery. This bid price does not include the impact of tariffs on imported goods implemented since March 01, 2025, as the application or impact of such tariffs is not currently clear. Matheny (or OEM) reserves the right to change the price in accordance with contract terms in reference to tariffs implemented by the Federal Government.

CHANGES IN REGULATIONS/INDUSTRY STANDARDS: The Pricing is subject to adjustment for changes to the Apparatus necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discounted models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Matheny control and is above and beyond standard annual price increases.

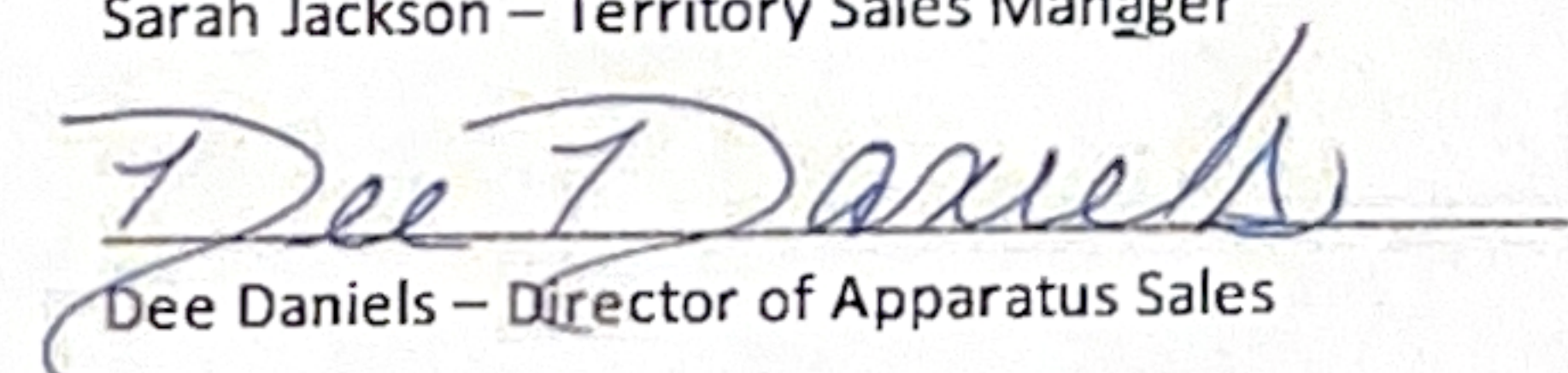
This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute and a agreement to this proposal with signatures and authorizations representatives as of the date set forth by each.



Sarah Jackson – Territory Sales Manager

10-14-25

Date



Dee Daniels – Director of Apparatus Sales

10-14-25

Date



FERRARA



Road Rescue



Wheeled Coach
Trusted by the Toughest™



Meeting Date: October 21, 2025

Item #: 4

Contact Name: Shannon Hopper, Joyce Tolbert Department Director: Steven Weber
Contact Number: Ext. 1524, Ext. 1516 City Manager: Craig Shadrix

Subject: Approval to Award RFQ #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility. (Procurement Manager Tolbert)

Background Summary: In compliance with Florida Statutes Section 255.103, which regulates Construction Management firms, the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Ocoee (City), the City solicited statements of qualifications from qualified Construction Manager At Risk firms (CMAR) to be responsible for construction administration and general contracting services resulting in the successful, timely, and economic completion of the City's new fire station #38 facility for the best possible value.

The new Fire Station #38 facility will be an approximately 7,500 sf, 3-bay fire station located on N. Lakewood Ave between 2nd Ave and Banyan Blvd. The City has retained JL2 Architecture, LLC to prepare the design and construction documents for this project. Construction is expected to begin on or after April 2026.

Construction management services shall include but not necessarily be limited to:

- a. Pre-construction Phase services, including design and construction document review and recommendations in collaboration with the project design team;
- b. Submission of a Guaranteed Maximum Price and Guaranteed Completion Date;
- c. Construction Phase services, conditioned upon acceptance of the Guaranteed Maximum Price and Guaranteed Completion Date offered by the firm, including administration of an Owner-Direct Purchase program to save applicable taxes.

The RFQ was advertised on August 31, 2025, and was publicly opened on September 30, 2025. A total of nine (9) qualification packages were received. Finance reviewed the qualification statements and after review, eight (8) were considered responsive and one (1) was deemed non-responsive. See the attached Checklist. The qualification packages were then provided to the evaluation committee for review.

The public RFQ Evaluation Committee meeting was held on October 13, 2025, for the purpose of interviewing key members of the project team from each of the eight (8) responsive firms and evaluating each firm on specific evaluation criteria. See the attached shortlist/evaluation forms. The appointed RFQ Evaluation Committee was comprised of three (3) members: Mike Rumer, Assistant City Manager; Steve Krüg, Public Works Director; and Shawn Sorenson, Deputy Fire Chief. The RFQ evaluation committee short-listed the following firms in ranked order, and recommends contracting with the top ranked firm, H.J. High Construction, per the attached award recommendation from Steve Krüg, Public Works Director.

A table with the rankings is included on the following page.

RANK	FIRM
1	H. J. High Construction
2	Scorpio
3	Mulligan Constructors
4	Charles Perry Partners
5	R. C. Stevens Construction Company
6	Erickson & Lindstrom Construction
7	Rycon Construction
8	Persons Services Corp

Issue:

Should the Honorable Mayor and City Commissioners award RFQ #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility, to the top-ranked firm, H.J. High Construction, as recommended by the evaluation committee?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners:

- 1.) Accept the rankings of the Evaluation Committee and award RFQ #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility, to the top ranked firm, **H.J. High Construction**; and,
- 2.) Authorize Staff to proceed with contract negotiations with the selected firm for the Pre-Construction Phase. Once the Pre-Construction Phase has been negotiated, the contract and fee will be brought back to the City Commission for approval. Once approved staff will then proceed with negotiations for the Construction Phase, Guaranteed Maximum Price (GMP) and the Guaranteed Completion date of the project, which will also be brought back to the City Commission for approval once the required performance and payment bonds and insurance has been obtained. If contract negotiations are unsuccessful with the top-ranked firm, staff shall terminate negotiations and initiate negotiations with the next ranked firm, and so on, until an agreement is reached.

Attachments:

1. Shortlist and Evaluation Forms
2. Award Recommendation Letter
3. Checklist
4. H.J. High_Qualification Package
5. Scorpio_Qualification Package
6. Mulligan_Qualification Package
7. Solicitation
8. Addendum 01
9. Addendum 02

Financial Impacts:

The project has a budgeted amount of \$5,400,000.00. This amount includes a \$400,000 contribution from the Contribution Agreement between the Consortium and City relating to the Ocoee Village PUD. The city will also receive a \$1,000,000 reimbursement from the State of Florida for this project. The remaining budget after design and other project costs is \$4,713,608.75 and will be funded out of Capital Improvements Fire Control under job# P000352 GL 317-522-00-6302.

Type of Item: Consent

RFQ #25-009
CONSTRUCTION MANAGER AT RISK FOR THE NEW OCOEE FIRE STATION #38
SHORTLIST/INDIVIDUAL EVALUATION FORM

Respondent	Charles Perry Partners, Inc.	Erickson & Lindstrom Construction Co.	H. J. High Construction	Mulligan Constructors, Inc.
Evaluator 1	4	7	2	3
Evaluator 2	3	5	1	4
Evaluator 3	4	6	2	1
TOTAL	11	18	5	8
RANKING	4	6	1	3

Note: Lowest Total is Highest Ranking

The tie between 7th and 8th was broken by totalling the evaluators individual scores for those two firms.

After interviewing the 8 responsive firms, the Evaluation Committee recommends award to the top ranked firm, H. J. High Construction.

RFQ #25-009
CONSTRUCTION MANAGER AT RISK FOR THE NEW OCOEE FIRE STATION #38
SHORTLIST/INDIVIDUAL EVALUATION FORM

Respondent	Persons Services Corp	R. C. Stevens Construction Company	Rycon Construction, Inc	Scorpio (D.E. Scorpio Corporation)
Evaluator 1	8	5	6	1
Evaluator 2	7	6	8	2
Evaluator 3	7	5	8	3
TOTAL	22	16	22	6
RANKING	8	5	7	2

Note: Lowest Total is Highest Ranking

The tie between 7th and 8th was broken by totalling the evaluators individual scores for those two firms.

After interviewing the 8 responsive firms, the Evaluation Committee recommends award to the top ranked firm,
H. J. High Construction.

RFQ #25-009
CONSTRUCTION MANAGER AT RISK FOR THE NEW OCOEE FIRE STATION #38 FACILITY
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

	Charles Perry Partners, Inc.	Erickson & Lindstrom Construction Co.	H. J. High Construction	Mulligan Constructors, Inc.
Evaluation Criteria				
Overall expertise of the CMR to provide requested services: • Building construction of the type anticipated • Public facility and fire station facility construction • General civil construction (0-35 Points)	35	33	35	32
Experience of the CMAR Project Team (0-30 Points)	29	15	30	30
Project approach and understanding of the project (0-20 Points)	15	12	19	18
Current and projected workload of the CMAR (0-10 Points)	8	5	9	8
Certified minority business enterprise (0-5 Points)	0	0	0	0
TOTAL POINTS (0-100 Points)	87	65	93	88
Member Ranking (1-8)	4	7	2	3

Evaluator's Name Michael Rumer

Evaluator's Signature Mich R

RFQ #25-009

CONSTRUCTION MANAGER AT RISK FOR THE NEW OCOEE FIRE STATION #38 FACILITY
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Persons Services Corp	R. C. Stevens Construction Company	Rycon Construction, Inc	Scorpio (D.E. Scorpio Corporation)
Overall expertise of the CMR to provide requested services: • Building construction of the type anticipated • Public facility and fire station facility construction • General civil construction (0-35 Points)	32	35	33	35
Experience of the CMAR Project Team (0-30 Points)	15	27	27	30
Project approach and understanding of the project (0-20 Points)	10	16	17	20
Current and projected workload of the CMAR (0-10 Points)	2	7	7	10
Certified minority business enterprise (0-5 Points)	0	0	0	0
TOTAL POINTS (0-100 Points)	59	85	84	95
Member Ranking (1-8)	8	5	6	1

Evaluator's Name Michael Rumer

Evaluator's Signature M/R

RFQ #25-009

CONSTRUCTION MANAGER AT RISK FOR THE NEW OCOEE FIRE STATION #38 FACILITY
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Charles Perry Partners, Inc. ↑	Erickson & Lindstrom Construction Co.	HAND OUT H. J. High Construction	HAND OUT Mulligan Constructors, Inc. ↑
Overall expertise of the CMR to provide requested services: • Building construction of the type anticipated • Public facility and fire station facility construction • General civil construction (0-35 Points)	GOTHA, LOCAL. 25 called us/ Winter Garden PZO	21 LOCAL VENDOR GROUP? IN JUL 2018	WHAT WAS THE 1 ST CMAR?? PARK AVE W/O? 26 70% SPECIALTY	ORLANDO 23 letters missing in cover letter words LOCAL.
Experience of the CMAR Project Team (0-30 Points)	3 TIER Q/C 15	16	16	15
Project approach and understanding of the project (0-20 Points)	TURNER SCHEDULE ODPV 14	NO VISIT TO SITE. 15	ENOUGH TO HAVE CURRENT SUBS ON GROUND 15 ODP 15	15
Current and projected workload of the CMAR (0-10 Points)	5	5	5	5
Certified minority business enterprise (0-5 Points)	0	0	0	0
TOTAL POINTS (0-100 Points)	59	57	62	58
Member Ranking (1-8)	3	5	1	4

Evaluator's Name STEPHEN C KRUG

Evaluator's Signature [Signature]

RFQ #25-009

CONSTRUCTION MANAGER AT RISK FOR THE NEW OCOEE FIRE STATION #38 FACILITY
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Persons Services Corp	R. C. Stevens Construction Company ↑	Rycon Construction, Inc	HAND OUT Scorpio (D.E. Scorpio Corporation)
Overall expertise of the CMR to provide requested services: • Building construction of the type anticipated • Public facility and fire station facility construction • General civil construction (0-35 Points)	20 150 N. LAKESHORE FT. LAUDERDALE	21 LOCAL.	WORKING PLATIONS W/ LOGS 10 YRS. FT. MYERS / LAUD.	COMMUNICATION. 25 STEWART S. PARTNERS
Experience of the CMAR Project Team (0-30 Points)	14	PRIME CONTRACT. 14	12	\$\$\$ ANALYSIS. 15
Project approach and understanding of the project (0-20 Points)	GENERIC. 14	SUBS PERFORM, SELF 14	COORDINATION. SOLUTIONS. 14	65 PROCESS. PUNCH OUT AS THEY GO. 5
Current and projected workload of the CMAR (0-10 Points)	5	5	5	5
Certified minority business enterprise (0-5 Points)	0	0	0	0
TOTAL POINTS (0-100 Points)	53	54	50	60
Member Ranking (1-8)	7	6	8	2

Evaluator's Name STEPHEN C KRUG

Evaluator's Signature [Signature]

**RFQ #25-009
CONSTRUCTION MANAGER AT RISK FOR THE NEW OCOEE FIRE STATION #38 FACILITY
INDIVIDUAL EVALUATION FORM**

Individual Evaluation Form

Evaluation Criteria	Charles Perry Partners, Inc.	Erickson & Lindstrom Construction Co.	H. J. High Construction	Mulligan Constructors, Inc.
Overall expertise of the CMR to provide requested services: • Building construction of the type anticipated • Public facility and fire station facility construction • General civil construction (0-35 Points)	25	20	30	33
Experience of the CMAR Project Team (0-30 Points)	30	25	30	30
Project approach and understanding of the project (0-20 Points)	20	20	20	20
Current and projected workload of the CMAR (0-10 Points)	5	5	8	10
Certified minority business enterprise (0-5 Points)	0	0	0	0
TOTAL POINTS (0-100 Points)	80	70	88	93
Member Ranking (1-8)	4	6	2	1

Evaluator's Name Sharon Soranson

Evaluator's Signature [Signature]

RFQ #25-009

**CONSTRUCTION MANAGER AT RISK FOR THE NEW OCOEE FIRE STATION #38 FACILITY
INDIVIDUAL EVALUATION FORM**

Individual Evaluation Form

Evaluation Criteria	Persons Services Corp	R. C. Stevens Construction Company	Rycon Construction, Inc	Scorpio (D.E. Scorpio Corporation)
Overall expertise of the CMR to provide requested services: • Building construction of the type anticipated • Public facility and fire station facility construction • General civil construction (0-35 Points)	20	30	20	31
Experience of the CMAR Project Team (0-30 Points)	20	25	20	30
Project approach and understanding of the project (0-20 Points)	10	20 19	10	20
Current and projected workload of the CMAR (0-10 Points)	10	5	5	5
Certified minority business enterprise (0-5 Points)	0	0	0	0
TOTAL POINTS (0-100 Points)	60	80 79	55	86
Member Ranking (1-8)	7	5	8	3

Evaluator's Name Shawn SorasonEvaluator's Signature 

Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Craig Shadrix

MEMORANDUM

Date: October 13, 2025

To: Shannon Hopper, Purchasing Technician II

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

RE: Contract Award Recommendation.
RFQ #25-009 Construction Manager At Risk
Fire Station #38



Public Works recommends award of the Construction Manager At Risk for Fire Station #38, RFQ #25-009, to H. J. High Construction. The City received proposals from eight (8) qualified firms and interviewed all eight proposers. Following the interviews and subsequent ranking, the selection committee recommended awarding the contract to the highest ranked firm; H. J. High Construction. The recommended firm has successfully completed a variety of similar public safety facility projects for Central Florida municipalities over several decades. The contract is adequately funded through the Capital Improvements Program.

RFQ #25-009
CONSTRUCTION MANAGER AT RISK FOR THE NEW OCOEE FIRE STATION #38 FACILITY
09/30/2025 2:00 P.M.
CHECKLIST

RESPONDENT	6S Builders LLC	Charles Perry Partners, Inc.	Erickson & Lindstrom Construction Co.	H. J. High Construction
Acknowledge Addendum No. 1 & 2 Form	NON-RESPONSIVE FOR FAILURE TO PROVIDE SURETY LETTER OF INTENT STATING RESPONDENT'S BONDING CAPACITY.	Missing 02* Requested, Received 10/6	✓	✓
License AND Company Verification		Active	Active	Active
Submission Requirements such as: Qualifications, Experience, References, Project approach, Current & Projected Workload		✓	✓	✓
MBE (Respondent)	NON-RESPONSIVE FOR FAILURE TO PROVIDE NUMEROUS REQUIRED SUBMISSION MATERIALS.	N/A	N/A	N/A
Letter of Intent from Surety - Bonding Capacity		✓	✓	✓
Exceptions to Scope of Services or Contract Documents Form	MISSING OVERALL EXPERTISE OF THE CMAR TO PROVIDE THE REQUESTED SERVICES.	No	Not indicated = No, None	No
Summary of Litigation Form		✓	✓	✓
Conflict of Interest Disclosure Form		✓	✓	✓
Confidential Disclosure Agreement Form	MISSING CMAR PROJECT TEAM AND THE TEAM'S EXPERIENCE. REFERENCE FORM PROVIDED IS INCOMPLETE.	✓	✓	✓
Company Information/Signature Form		✓	✓	✓
Drug-Free Workplace Form		✓	✓	✓
Non-Segregated Facilities Form	MISSING PROJECT APPROACH AND UNDERSTANDING OF THE PROJECT.	✓	✓	✓
Scrutinized Companies' Lists Form		✓	✓	✓
Human Trafficking Affidavit Form		✓	✓	✓
Company Not an Entity of Foreign Country of Concern Form	MISSING CURRENT AND PROJECTED WORKLOAD.	✓	✓	✓
Contractor E-Verify Affidavit Form		✓	✓	✓

NOTE:
Respondents listed in alphabetical order
*Missing forms considered a minor irregularity

RFQ #25-009
CONSTRUCTION MANAGER AT RISK FOR THE NEW OCOEE FIRE STATION #38 FACILITY
09/30/2025 2:00 P.M.
CHECKLIST

RESPONDENT	Mulligan Constructors, Inc.	Persons Services Corp	R. C. Stevens Construction Company	Rycon Construction, Inc.	Scorpio (D.E. Scorpio Corporation)
Acknowledge Addendum No. 1 & 2 Form	✓	✓	✓	✓	✓
License AND Company Verification	Active	Active	Active	Active	Active
Submission Requirements such as: Qualifications, Experience, References, Project approach, Current & Projected Workload	✓	✓	✓	✓	✓
MBE (Respondent)	N/A	N/A	N/A	N/A	N/A
Letter of Intent from Surety - Bonding Capacity	✓	✓	✓	✓	✓
Exceptions to Scope of Services or Contract Documents Form	No	No	Yes. Contract considerations and insurance redlines in Agreement.	No	No
Summary of Litigation Form	✓	✓	✓	✓	✓
Conflict of Interest Disclosure Form	✓	✓	✓	✓	✓
Confidential Disclosure Agreement Form	✓	✓	✓	✓	✓
Company Information/Signature Form	✓	✓	✓	✓	✓
Drug-Free Workplace Form	✓	✓	✓	✓	✓
Non-Segregated Facilities Form	✓	✓	✓	✓	Missing* Requested, Received 10/6
Scrutinized Companies' Lists Form	✓	✓	✓	✓	✓
Human Trafficking Affidavit Form	✓	✓	✓	✓	✓
Company Not an Entity of Foreign Country of Concern Form	✓	✓	✓	✓	✓
Contractor E-Verify Affidavit Form	✓	✓	✓	✓	✓

NOTE:
Respondents listed in alphabetical order
*Missing forms considered a minor irregularity



RFQ #25-009 CMAR for the New Ocoee Fire Station #38 Facility

September 30, 2025

Cover Letter	01
Contractor Qualifications	03
Project Team Members	08
Similar Projects and Client References	14
Current Workload	20
Project Approach	21
Financials	35
Other Required Forms	38



September 30, 2025

Shannon Hopper
Purchasing Technician II
City of Ocoee
401 S Park Ave
Winter Park, FL 32789

Re: RFP #25-009: CMAR for the New Ocoee Fire Station #38 Facility

Dear Ms. Hopper and Selection Committee Members:

Fire stations are an integral part of any community. It's not simply the services they provide, but the image they convey. A fire department is a symbol of safety, community, and longevity. Throughout our 89 year history, we have made it our goal to build projects that not only last, but add meaning and beauty to the community. We understand the pride that the City of Ocoee takes in its history and its future and we also understand the impact your fire stations will have for your residents. That's why we put together a winning team with extensive fire station experience that is well equipped to exceed your needs and expectations. Please consider the following distinct advantages as reasons why our team is best suited to work for you.

Qualified Experience with Fire Station Construction — Over 50% of our current projects are Public Safety Facilities for municipalities around Florida. More specifically, H. J. High has been selected to construct nine fire stations in the past five years. Each station is a state-of-the-art design incorporating new technologies and an emphasis on firefighter safety. We are excited to bring our experience on these facilities to the City of Ocoee!

We Have the Right Team — Our team is perfectly suited for this project. Project Manager Aaron Kizer and Superintendent Dave Long have extensive experience in public safety projects. **In addition, we maintain a strong professional relationship with the project architect, JL2, with whom we are currently working on a police headquarters project.**

Well-being of Firefighters is Our Priority — As proud members of the Florida Fire Chiefs' Association and the Central Florida Fire Chiefs' Association, we know that Firefighters are three times more likely to die from cancer. It's important to provide a facility that is safe, free of pathogens and carcinogens, and promotes the overall health of each firefighter. H. J. High focuses on the life-safety of the occupants first. We make sure the construction and the materials used will provide a safe environment for the occupants for the life of the building. We keep a keen eye on the smallest details, because details matter. Details like making sure the ice maker isn't in the apparatus bay collecting carcinogens from the trucks and turnout gear. Something as simple as putting USB plugs at the heads of bunks so the fire and rescue staff don't have to get out of bed to plug in their devices, allows them to get more sleep and contributes to their overall health.

Focus on Longevity and the Life Span of the Facility — Your fire stations need to last. That means using techniques and materials that are safe and durable. The mission of your fire department needs to be executable in a variety of conditions and extremes without fail. We will build your facility with usability in mind. Response times, traffic flow, storage areas, restroom locations, living quarters and a plethora of considerations need to be accommodated for, to allow for the most efficient, user-friendly environment possible.



Our Philosophy — We demonstrate trustworthiness in our professional conduct. We are a partner on whom you can depend – we do what we say. We take pride in our work by putting forth our best effort. We honor our commitments and accept responsibility for our actions. We are prudent in the management and appropriation of our finances and resources. We strive to contribute to society's growth through revitalization and development of the communities we serve.

Understanding of the Required Services and Commitment to Perform the Work — We fully understand the scope of services that are required as the CMAR and are qualified to meet each of the professional requirements, as well as the licensing, insurance, and bonding requirements of the project.

Building on Success — We are grateful to have built some of the best fire facilities for several different communities, but we don't rest on our laurels. We view each project as an opportunity to improve on the last. We always engage the end users of the facilities we've built for suggestions on how to improve each new station. We take lessons learned, market conditions, usability studies, and real-time feedback from the firefighters and staff that occupy the station and incorporate that information into our design.

It is our sincere hope that our proposal for the City of Ocoee Fire Station #38 will stand apart from the others you receive, as we are truly specialists in the unique process of building facilities that exceed our clients' expectations. We look forward to being a part of your team and working with your team to deliver a tower that will service the needs of the City of Ocoee Fire Department for years to come!

We thank you for the opportunity to present our qualifications to build your new fire station and look forward to growing our relationship.

We thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. High', with a large, stylized flourish extending upwards and to the right.

Robert J. High, LEED AP, DBIA
President
H. J. High Construction

State of Florida Department of State

I certify from the records of this office that H.J. HIGH CONSTRUCTION COMPANY is a corporation organized under the laws of the State of Florida, filed on December 30, 1955.

The document number of this corporation is 189889.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 11, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of April, 2025*



[Signature]
Secretary of State

Tracking Number: 7217174926CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HIGH, ROBERT J

H J HIGH CONSTRUCTION COMPANY
1015 WEST AMELIA STREET
ORLANDO FL 32805

LICENSE NUMBER: CGC1511171

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Brief History

H. J. High Construction has been in business since 1936, 89 years, and was founded in post-depression Orlando by Harlem John High. When Johnny passed away in 1968, his son Steve was appointed the company's president. Under Steve's leadership H. J. High gained esteem as one of Central Florida's premiere general contractors, executed the first Construction Manager at Risk agreement in Central Florida and began delivering projects utilizing design-build methodology.

In 1998, Steve's son Robert joined the company. Robert was appointed president of H. J. High in 2006, marking the third generation to lead H. J. High. He follows in his father's and grandfather's footsteps through his leadership and delivery of high quality facilities. Steve High now serves as the company's Chairman.

Direction of Business

Since 1936, H. J. High Construction has been a leader in Florida's construction marketplace and dedicated to building only the highest quality buildings that inspire, educate and further people's lives while enhancing their communities. H. J. High Construction specializes in general contracting, pre-construction services, design-build, construction management and preventative maintenance services for education, municipal, public safety, industrial, commercial, themed entertainment and religious facilities. **We maintain between 35-50 employees in order to provide a more personalized experience for our clients.** This is a deliberate business model that has been successful in the past and we plan to continue in the future.

89
Years in
Business

1st
Construction
Manager
At Risk in
Central
Florida

0
litigation, major disputes,
contract defaults or liens
experienced in the last 89 years



We Are
YOUR
Advocate

200+
Construction Manager at
Risk Projects Since 1972

\$545 M
of Public Safety
Projects Since 2017



Public Safety
Experts

★
Executive Involvement
in Every Project



Reinvesting in Your
Community by Utilizing
Local Vendors

3rd Generation
Family-Owned
Business

H. J. High's Public Safety Experience

Public Safety Experts

H. J. High is very proud of our service to the public safety sector. Public safety training facilities are essential to every community and we work to build the very best. **Since 2017, we have completed, or have been awarded, 28 Public Safety Facilities, including 9 police headquarters, and 11 fire facilities.**

We understand the unique requirements of a modern fire station. From specialized spaces to features that prioritize safety, durability, and functionality, we know how to construct a facility that meets the rigorous demands of firefighter preparation. We understand the critical role that material selection and building techniques play in creating a facility that will last. We understand this because we listen to your team, placing their needs at the forefront and doing everything we can to meet those needs while staying within budget.

Since 2017

\$545+ Million

11

**Fire Dept.
Facilities**

28 Public
Safety
Projects

17 Police
Facilities

958,938
Total SF

Some of Our Clients



Some of Our Public Safety Projects



City of Boynton Beach Police
Dept. HQ & Fire Station 1



City of Orlando Fire Station 9



City of Orlando Fire Station 11



City of Orlando Fire Station 6



City of Orlando Fire Station 18



IRSC Treasure Coast Public
Safety Training Center



City of Kissimmee Public Safety
Training Facility & Fire Tower



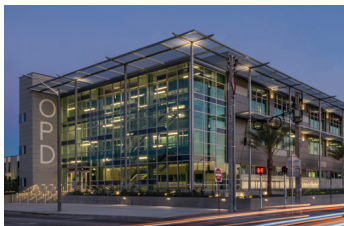
City of Port St. Lucie Police
Training Facility



City of Apopka
Public Safety Complex



City of Pinellas Park
Public Safety Training



City of Orlando Police
Department Headquarters



City of Cocoa Beach Police
Department Headquarters



City of Orlando Code
Enforcement Facility



City of Orlando Police
Department Crime Scene Facility



City of Hollywood Police
Department Headquarters



City of Ft. Lauderdale Police
Department Headquarters



Town of Windermere Police
Department & Town Facilities



City of Palmetto Police
Department Headquarters



City of Orlando Police
Department Equestrian Facility



City of Orlando Government
Services & Police Substation

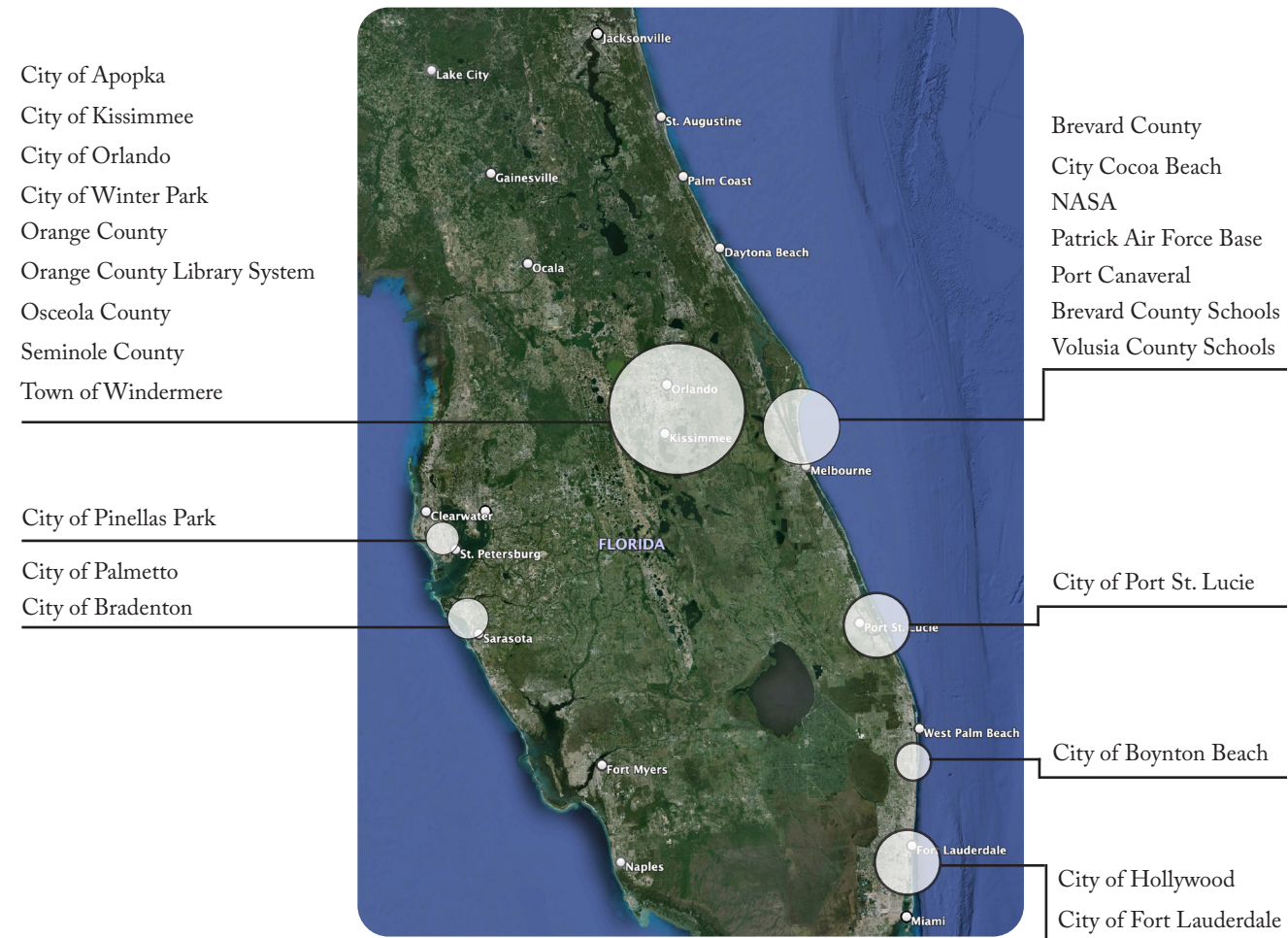
Experience with Florida Government Agencies

With 89 years of operation in Central Florida, our firm brings nearly a century of proven experience delivering Construction Management services to government agencies across the state. **H. J. High Construction was the first general contractor to use the CM at Risk method in Central Florida.** Our deep roots in the region have allowed us to build long-standing relationships and a deep understanding of the unique challenges and requirements of municipal, county, and state projects throughout Florida.

We have successfully provided CM services for more than 20 government agencies, ranging from small towns to major metropolitan areas. Our experience spans the full spectrum of public facilities, including public safety buildings, libraries, community centers, public works facilities, and more. This reflects our ability to adapt to varying agency standards, local conditions, and stakeholder priorities across Florida.

Our team is highly familiar with Florida’s competitive procurement rules and procedures. We understand the statutory requirements that guide public contracting and the importance of transparency, fairness, and accountability in every stage of procurement. In addition, we have extensive experience administering Owner Direct Purchase programs (ODPs) for government clients. By coordinating tax-exempt purchasing of major building materials and equipment, we have helped Florida agencies realize significant savings while maintaining strict compliance with state regulations.

Our long-standing presence and reputation in Florida mean that we bring not only technical expertise but also trusted relationships with local subcontractors, resulting in a smoother construction experience for our government clients.

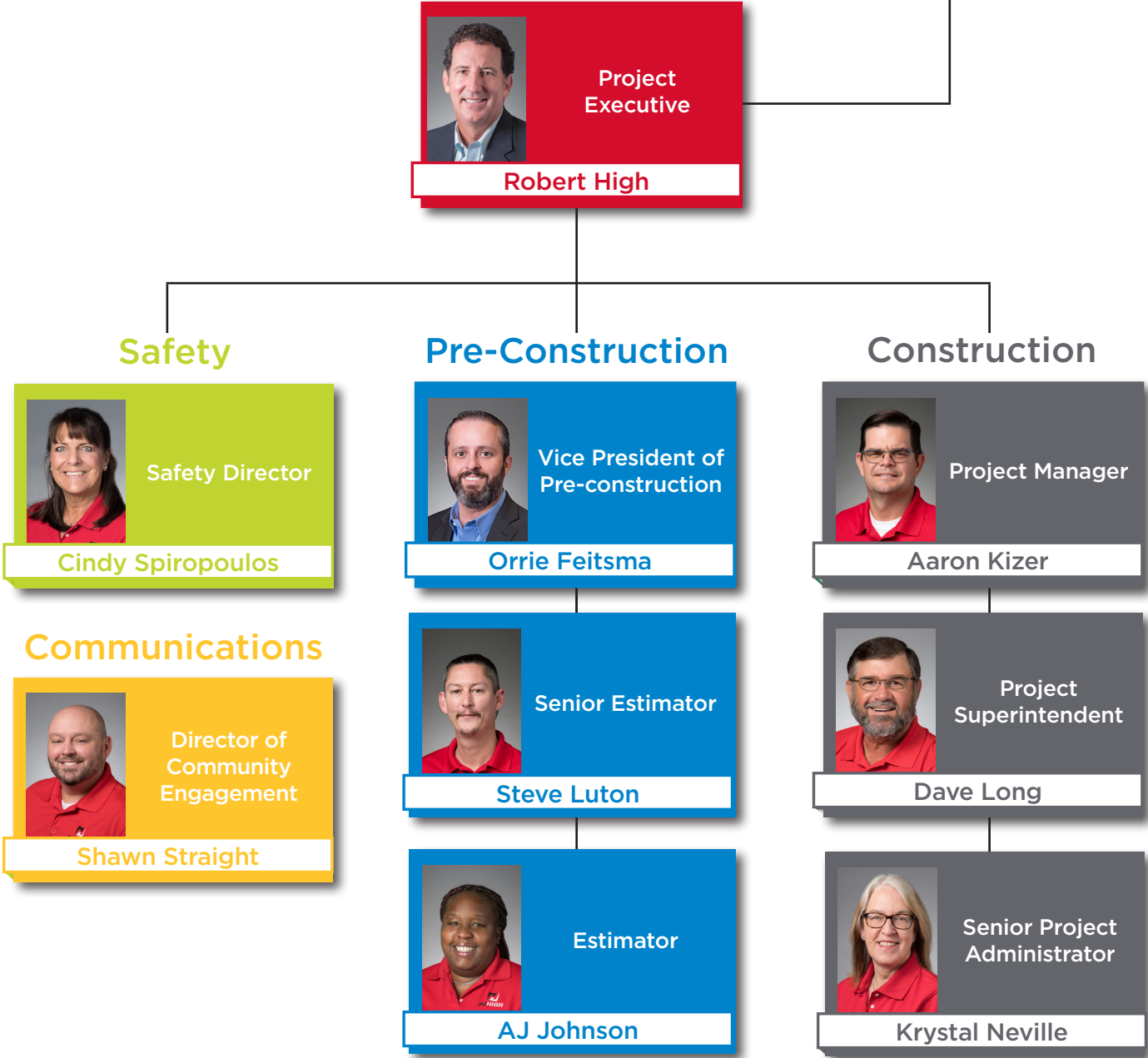




Organization Chart

H. J. High’s personnel team brings decades of combined experience in public safety projects. We are acutely aware of the speed and production demands of these types of projects and have purposefully kept our organization streamlined so team communication is highly effective.

Ocoee’s lead contact for the project who will have signing authority will be **Robert High, President of H. J. High Construction**. H. J. High’s project manager will coordinate the work on a day to day basis and will regularly coordinate and interface with the City’s project representative. H. J. High’s superintendent will oversee field operations and will lead our subcontractor coordination, quality assurance, safety and execution. Our superintendent will interact with the permitting authorities to be sure field inspections are properly coordinated and passed.





Years of Experience

H. J. High: 1998

Industry: 1998

Education

Management School
Harvard University

Master of Business
Administration
Rollins College

Bachelor of Science
Furman University

Licenses + Certifications

Certified General Contractor
(FL, GA and SC)

LEED® Accredited Professional

Design-Build Professional

Robert High, DBIA, LEED^{AP}

President / Project Executive

Robert will oversee the team's involvement through the pre-construction, construction, and warranty phases. As both the Project Executive and President of H. J. High, Robert High works closely with the architect and client along with our pre-construction team, project managers and superintendent to keep the process moving forward and to ensure the client's needs are being met.

Project Experience

The City of Boynton Beach Fire Department Station #1

The Boynton Beach Fire Station #1 is a 14,000 SF, two story complex with apparatus bays, living quarters, airlocks and a "walk through" decontamination room, living quarters, dining and day rooms are all located on the second floor.

City of Orlando Fire Station #9

The 11,8800 SF facility is designed with stringent survivability and safety accommodations. Apparatus bays are separated from the living and working quarters for added safety. A dual airlock system and decontamination room are integrated to prevent exposure to dangerous carcinogens and contaminants. Aesthetic considerations such as exterior finishes, site lighting, and landscaping are planned to allow greater integration into the surrounding community.

City of Orlando Fire Station #6

An Aircraft Rescue and Firefighting Facility (ARFF), Fire Station #6 is a special type of fire response unit that involves the response, hazard mitigation, evacuation and possible rescue of passengers and crew of an aircraft involved in (typically) an airport ground emergency. It has three apparatus bays and is designed with firefighter safety in mind. It features sleeping quarters with acoustic separation and a decontamination room with an Active Decon unit and shower to prevent contamination of living quarters.

City of Orlando Fire Station #11

Fire Station #11 has four apparatus bays and is being integrated into an existing sports and recreation complex. Primary building materials include masonry with stucco finish, parapet roofs, color variation and reveals.

City of Orlando 4 Fire Stations

The City of Orlando intends to design/build up to four Fire Stations, primarily located in the southeast Orlando. The fire stations will likely be approximately 10,000-15,000 sq. ft. in size, three – four bays, one story (however a two story design may be considered if there are site constraints and additional safety measures included), including onsite solar, and the associated parking, stormwater, landscaping and other site infrastructure requirements.

City of Kissimmee Burn Tower Facility

The 60' by 40' Training Tower features a parapet roof guard with chained opening as well as interior stairs up to the fourth floor. There's also an interior set of stairs from the fourth floor to the roof. Materials include an exterior steel door, window openings with steel shutters and a roof hatch.

IRSC: Treasure Coast Public Safety Training Facility

With 100,629 SF, the Treasure Coast Public Safety Training Complex is the largest public safety training facility in south/central Florida. It consists of fire-rescue training, nine buildings, a Mock Village, Sheriff's Tactical Driving Course, and a five acre retention pond.



Years of Experience

H. J. High: 2014
Industry: 2000

Education

Bachelor of Science in
Construction Management
*Southern Polytechnic
State University*

Licenses + Certifications

OSHA 30 Hour

Construction Safety

ICC Building Inspector

Design-Build Professional

Orrie Feitsma, DBIA

Vice President of Preconstruction Services

As Vice President of Pre-construction Services, Orrie serves as Chief Estimator working closely with the project manager and the design team during the pre-construction phase of the project. Orrie completes site visits, prepares estimates at the schematic, design development and construction document stages and oversees solicitation and pre-qualification of subcontractors and suppliers. In addition, Orrie manages the Building Information Modeling (BIM) process and will work alongside Ocoee's staff to develop value enhancement options for the project.

Project Experience

The City of Boynton Beach Fire Department Station #1

The Boynton Beach Fire Station #1 is a 14,000 SF, two story complex with apparatus bays, living quarters, airlocks and a "walk through" decontamination room, living quarters, dining and day rooms are all located on the second floor. The station was designed with maximum safety and usability in mind.

City of Orlando Fire Station #9

The 11,8800 SF facility is designed with stringent survivability and safety accommodations. Apparatus bays are separated from the living and working quarters for added safety. A dual airlock system and decontamination room are integrated to prevent exposure to dangerous carcinogens and contaminants. Aesthetic considerations such as exterior finishes, site lighting, and landscaping are planned to allow greater integration into the surrounding community.

City of Orlando Fire Station #11

Fire Station #11 has four apparatus bays and is being integrated into an existing sports and recreation complex. Primary building materials include masonry with stucco finish, parapet roofs, color variation and reveals.

City of Orlando Fire Station #6

An Aircraft Rescue and Firefighting Facility (ARFF), Fire Station #6 is a special type of fire response unit that involves the response, hazard mitigation, evacuation and possible rescue of passengers and crew of an aircraft involved in (typically) an airport ground emergency. It has three apparatus bays and is designed with firefighter safety in mind. It features sleeping quarters with acoustic separation and a decontamination room with an Active Decon unit and shower to prevent contamination of living quarters.

City of Orlando 4 Fire Stations

The City of Orlando intends to design/build up to four Fire Stations, primarily located in the southeast Orlando. The fire stations will likely be approximately 10,000-15,000 sq. ft. in size, three – four bays, one story (however a two story design may be considered if there are site constraints and additional safety measures included), including onsite solar, and the associated parking, stormwater, landscaping and other site infrastructure requirements.

City of Kissimmee Burn Tower Facility

The 60' by 40' Training Tower features a parapet roof guard with chained opening as well as interior stairs up to the fourth floor. There's also an interior set of stairs from the fourth floor to the roof. Materials include an exterior steel door, window openings with steel shutters and a roof hatch.



Years of Experience

H. J. High: 2024
Industry: 1997

Education

Bachelors of Science in
Construction Science
Texas AM Univeristy

Licenses + Certifications

OSHA 30 Hour

Aaron Kizer

Project Manager

As the Project Manager, Mr. Kizer will be the team's leader through both the pre-construction and construction phases. During the pre-construction phase, Aaron will oversee the development of estimates. He will work closely with the chief estimator and entire team to develop and refine value engineering options for consideration and review documents for project construction. Once the GMP has been established, he will develop and administer subcontracts, the project budget, baseline and progress schedules, submittals and changes.

Project Experience

City of Orlando Fire Station #6

An Aircraft Rescue and Firefighting Facility (ARFF), Fire Station #6 is a special type of fire response unit that involves the response, hazard mitigation, evacuation and possible rescue of passengers and crew of an aircraft involved in (typically) an airport ground emergency. It has three apparatus bays and is designed with firefighter safety in mind. It features sleeping quarters with acoustic separation and a decontamination room with an Active Decon unit and shower to prevent contamination of living quarters.

City of Orlando 4 Fire Stations

The City of Orlando intends to design/build up to four Fire Stations, primarily located in the southeast Orlando. The fire stations will likely be approximately 10,000-15,000 sq. ft. in size, three – four bays, one story (however a two story design may be considered if there are site constraints and additional safety measures included), including onsite solar, and the associated parking, stormwater, landscaping and other site infrastructure requirements.

Pet Alliance of Greater Orlando Animal Shelter and Hospital

The new PAGO facility is a 25,000 sq ft animal welfare facility featuring a 10,000 sq ft veterinary unit with quarantine areas for dogs and cats, neonatal kitten care rooms, adoption service areas, and indoor/outdoor play yards. The project includes specialized HVAC for animal comfort and health, as well as support spaces for enrichment and staff operations.

Brevard County Public Schools – Apollo Elementary Improvements

This multi-phase project at Apollo Elementary included the construction of a new pre-engineered metal building for outdoor PE activities with an accessible sidewalk, replacement of the administrative and classroom air handling units along with power air ventilators, and installation of a new fire alarm system. Additional scope involved replacing deteriorated cast iron sewer lines with PVC to improve building flow, rerouting domestic water lines above the ceiling, and renovating gang restrooms to meet current code and ADA requirements.



Years of Experience

H. J. High: 1999

Industry: 1985

Education

Associate of Arts

Seminole State College

Licenses + Certifications

OSHA 30 Hour

Dave Long

Project Superintendent

As H. J. High's Project Superintendent, Dave leads the overall field construction efforts. Dave works closely with the project manager and subcontractors in implementing and adjusting the project schedule as well as supervising the workmanship and materials being used on the project. Dave also coordinates modifications and changes needed in the field, and leads the field safety and quality control efforts.

Project Experience

City of Orlando Fire Station #9

The 11,880 SF facility is designed with stringent survivability and safety accommodations. Apparatus bays are separated from the living and working quarters for added safety. A dual airlock system and decontamination room are integrated to prevent exposure to dangerous carcinogens and contaminants. Aesthetic considerations such as exterior finishes, site lighting, and landscaping are planned to allow greater integration into the surrounding community.

City of Orlando Fire Station #11

Fire Station #11 has four apparatus bays and is being integrated into an existing sports and recreation complex. Primary building materials include masonry with stucco finish, parapet roofs, color variation and reveals.

City of Orlando Fire Station #6

An Aircraft Rescue and Firefighting Facility (ARFF), Fire Station #6 is a special type of fire response unit that involves the response, hazard mitigation, evacuation and possible rescue of passengers and crew of an aircraft involved in (typically) an airport ground emergency. It has three apparatus bays and is designed with firefighter safety in mind. It features sleeping quarters with acoustic separation and a decontamination room with an Active Decon unit and shower to prevent contamination of living quarters.

City of Orlando 4 Fire Stations

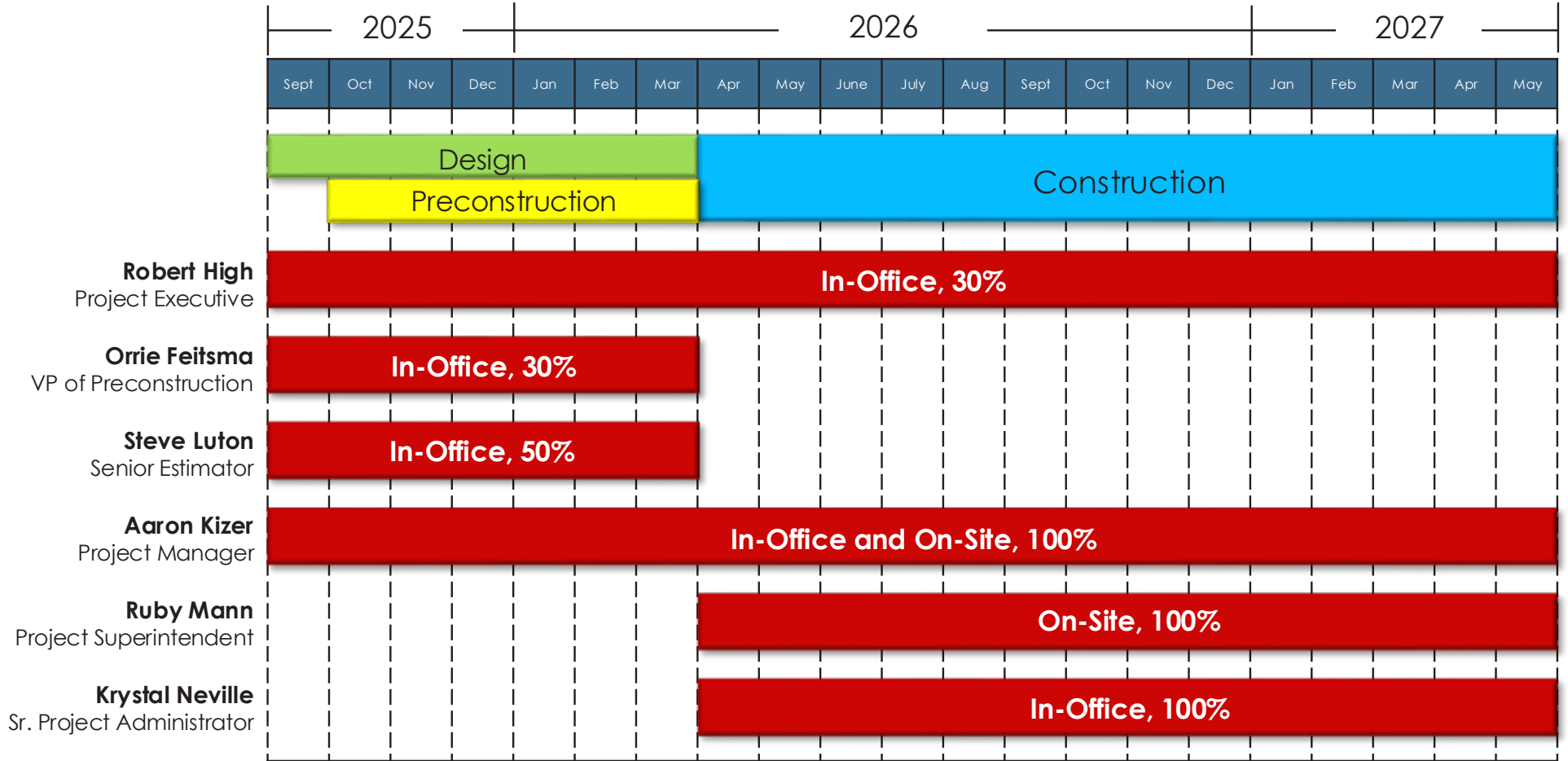
The City of Orlando intends to design/build up to four Fire Stations, primarily located in the southeast Orlando. The fire stations will likely be approximately 10,000-15,000 sq. ft. in size, three – four bays, one story (however a two story design may be considered if there are site constraints and additional safety measures included), including onsite solar, and the associated parking, stormwater, landscaping and other site infrastructure requirements.

IRSC: Treasure Coast Public Safety Training Facility

With 100,629 SF, the Treasure Coast Public Safety Training Complex is the largest public safety training facility in south/central Florida. It consists of fire-rescue training, nine buildings, a Mock Village, Sheriff's Tactical Driving Course, and a five acre retention pond.

City of Orlando Police Department Headquarters

This three story, 100,307 SF, tilt-wall facility is the flagship of the Orlando Police Department. LEED® Silver certified, it uses day-lighting, energy efficient mechanical systems and environmentally friendly finishes. The facility houses public spaces, recruiting offices, Homicide/Robbery/Assault & Battery Units, as well as the Chief of Police Division, Professional Standards, Technology Management and Legal Divisions.



Schedule is subject to change and is intended as a visual guide to illustrate team time commitments.



City of Orlando Fire Station #11

Orlando, Florida

The new station is designed with stringent survivability and functionality in mind. Its floor plan prioritizes functionality, rapid response times, and firefighter health, and safety. Apparatus bays are strategically separated from living and working quarters by apparatus support areas featuring airlocks with pressurization to prevent carcinogen infiltration. Additionally, a dedicated decontamination room equipped with an Active Decon unit and shower facilities are included. Sleeping and active crew quarters are acoustically separated to facilitate firefighter rest and recovery.

H. J. High's Role
Construction Manager

Owner's Representative
Corey Knight
Project Management Division
City of Orlando Public Works
400 S. Orange Ave.
Orlando, FL 32801
321-229-0273
Corey.Knight@cityoforlando.net

Project Size
14,700 SF

Project Cost
\$9,407,590

Completion Date
March 2024

Team Members Involved
Robert High - Project Executive
Orrie Feitsma - VP of Pre Construction
Michael Vinson - Project Engineer
Dave Long - Project Superintendent



City of Orlando Fire Station #9

Orlando, Florida

As the prototype for future City of Orlando Fire Stations, this 11,800 SF facility is designed with stringent survivability and safety accommodations. Apparatus bays are separated from the living and working quarters for added safety. A dual airlock system and decontamination room are integrated to prevent exposure to dangerous carcinogens and contaminants. The sleeping quarters have acoustic separation to allow for much needed rest and recuperation.

H. J. High's Role
Construction Manager

Owner's Representative
Corey Knight
Project Management Division
City of Orlando Public Works
400 S. Orange Ave.
Orlando, FL 32801
321-229-0273
Corey.Knight@cityoforlando.net

Project Size
11,800 SF

Project Cost
\$5,900,000

Completion Date
August 2020

Team Members Involved
Robert High - Project Executive
Orrie Feitsma - VP of Pre Construction
Dave Long - Project Superintendent



City of Boynton Beach Fire Station #1

Boynton Beach, Florida

Boynton Beach Fire Station #1, designed for the growing community, adheres to evolving firefighter response and safety standards. This two-story complex includes 3 apparatus bays, living quarters, and District Energy Services. Airlocks and a decontamination room ensure separation of contaminants. Living areas, kitchen, dining, and day room are on the second level, featuring windows for natural light. A second-floor balcony offers firefighters an outdoor relaxation space.

H. J. High's Role
Construction Manager

Owner's Representative

Colin Groff
Assistant City Manager
City of Boynton Beach
3301 Quantum Blvd.
P.O. Box 3108
Boynton Beach, FL 33426
(904) 209-2703
CGroff@sjcfl.us

Project Size
14,000 SF

Project Cost
\$4,800,000

Completion Date
June 2020

Team Members Involved

Robert High - Project Executive
Orrie Feitsma - VP of Pre Construction
Ken Tucker - Project Superintendent



City of Orlando Fire Station #6

Orlando, Florida

An Aircraft Rescue and Firefighting Facility (ARFF), Fire Station #6 is a special type of fire response unit that involves the response, hazard mitigation, evacuation and possible rescue of passengers and crew of an aircraft involved in (typically) an airport ground emergency. It has three apparatus bays and is designed with firefighter safety in mind. It features sleeping quarters with acoustic separation and a decontamination room with an Active Decon unit and shower to prevent contamination of living quarters.

H. J. High's Role
Construction Manager

Owner's Representative
Corey Knight
Project Management Division
City of Orlando Public Works
400 S. Orange Ave.
Orlando, FL 32801
321-229-0273
Corey.Knight@cityoforlando.net

Project Size
14,240 SF

Project Cost
\$9,400,000 (est)

Completion Date
In Construction

Team Members Involved
Robert High - Project Executive
Orrie Feitsma - VP of Pre Construction
Michael Vinson - Project Engineer
Dave Long - Project Superintendent
Aaron Kizer- Project Manager



City of Orlando Fire Station #18

Orlando, Florida

A new Fire Station facility, Fire Station #18, will serve the City of Orlando in the Lake Nona area just south of Orlando International Airport. The single-story, tilt-wall panel station is designed to support the daily operations, training, and wellbeing of its firefighters. It includes 10 firefighter bunk rooms, 2 lieutenant bunk rooms, dedicated shower facilities, along with a kitchen, dining room, dayroom, laundry, and pantry spaces. For fitness and readiness, the design incorporates both an indoor physical agility room and an exterior training area.

To ensure operational efficiency, the facility features three apparatus bays, a turnout gear room, an EMS supply room, decontamination space, and an airlock. Administrative and support areas include a lieutenant's office, telecom room, dry storage, mechanical room, and a public lobby with restroom access.

H. J. High's Role

Construction Manager

Owner's Representative

Corey Knight

Project Management Division

City of Orlando Public Works

400 S. Orange Ave.

Orlando, FL 32801

321-229-0273

Corey.Knight@cityoforlando.net

Project Size

11,250 SF

Project Cost

\$10,245,000 (est)

Completion Date

Est. Nov 2026

Team Members Involved

Robert High - Project Executive

Orrie Feitsma - VP of Pre Construction

Michael Vinson - Project Engineer

Dave Long - Project Superintendent

Aaron Kizer- Project Manager



City of Kissimmee Public Safety Training Facility: Fire Tower

Kissimmee, Florida

The facility features a five-story fire training tower for the City of Kissimmee Fire Department. The 3,556 SF fire training facility consists of a pre-engineered structure featuring burn rooms where temperatures can reach up to 1,200 degrees, repealing rail systems, mock-elevator shafts, moveable interior partition walls, an artificial smoke distribution system and smoke generator, and areas to mimic a residential unit. A gravel area is also provided for the fire department to practice extraction maneuvers.

H. J. High's Role
Construction Manager

Owner's Representative

Robert Masiku
Sr. Project Manager
City of Kissimmee
101 Church Street, Ste. 301.
Kissimmee, FL 34741
407-624-0269

Project Size
26,000 SF

Project Cost
\$1,182,003

Completion Date
February 2020

Team Members Involved
Robert High - Project Executive
Orrie Feitsma - VP of Pre Construction
Bill Mees - Superintendent
Ken Tucker - Superintendent



Pinellas Park Public Safety Training Campus

Pinellas Park, Florida

This project entails the design, construction, renovation, and any/all necessary permitting to build the new City of Pinellas Park Police Station and renovate the existing Police Station into a Fire Station. This project includes work with the Police K-9 Unit, kenneling and training facility. Concurrent to construction, the work will also include the design and construction of an HVAC chiller system for air conditioning within the proposed project capable of expansion to include additional buildings.

H. J. High's Role

Construction Manager

Owner's Representative

City of Pinellas Park

Steve Majko

6250 82nd Ave. N.,

Pinellas Park, FL 33781

727-369-5662

smajko@pinellas-park.com

Project Size

70,000 SF

Project Budget

\$18,500,000

Completion Date

Est. June 2026

Team Members Involved

Robert High - President

Orrie Feitsma - VP of Pre Construction



City of Apopka Public Safety Facility

Apopka, Florida

The City of Apopka's New Public Safety Facility includes a joint-use Public Access Area with state of the art Information Technology, a modern Police Department Headquarters, efficient Fire Department Administration Facilities, the strategic relocation of Fire Station #1, and Facility Services and Support infrastructure. The 3.2 acre site will include the essential features such as public and secure staff parking as well as central utility plant that houses the critical emergency systems.

H. J. High's Role
Construction Manager

Owner's Representative

Jessica Pugh
Purchasing Manger
City of Apopka
(407) 703-1607
purchase@apopka.net

Project Size
98,000 SF

Project Cost
\$9,400,000 (est)

Completion Date
In PreConstruction

Team Members Involved
Robert High - Project Executive
Orrie Feitsma - VP of Pre Construction
JP Hurd - Project Manager

REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

Respondent shall provide a minimum of three (3) separate references of current or previous contracts with a similar scope of services to the requested services of this RFQ, within the past three (3) years, preferably with a governmental agency. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size. For each previous contract. Respondent must provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary.

Name of Project: City of Kissimmee Fire Training Tower

Project Details: The 3,556 SF fire training facility is a pre-engineered structure with burn rooms reaching up to 1,200 degrees, a repelling rail system, mock elevator shafts, movable walls, an artificial smoke system, and spaces designed to simulate a residential unit.

Start date: _____ Completion date: February 2020

Contract amount: \$1,182,003

Awarding Agency: City of Kissimmee

Agency's Point of Contact: Name and Title: Robert Masiku: Assistant Director of Public Works & Engineering

Phone number: 407-624-0269

Email address: rmasiku@kissimmee.org

Name of Project: City of Orlando Fire Station 11

Project Details: The new 14,700 SF station is designed with stringent survivability and functionality in mind. Its floor plan prioritizes functionality, rapid response times, and firefighter health, and safety.

Start date: October 2022 Completion date: March 2024

Contract amount: \$9,407,590

Awarding Agency: City of Orlando

Agency's Point of Contact: Name and Title: Mike Melzer: Project Manager

Phone number: 407-246-0276

Email address: michael.melzer@cityoforlando.net

Name of Project: City of Pinellas Park Public Safety Complex

Project Details: This project entails the design, construction, renovation, and any/all necessary permitting to build the new City of Pinellas Park Police Station and renovate the existing Police Station into a Fire Station.

Start date: April 2025 Completion date: Est June 2026

Contract amount: \$29,891,458

Awarding Agency: City of Pinellas Park

Agency's Point of Contact: Name and Title: Steve Majko: Asst. Public Works Administrator

Phone number: 727-369-5662

Email address: smajko@pinellas-park.com

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

Bank or other financial references:

Bonding Company: Hatcher Insurance

William Palmer

1411 Edgewater Drive, Orlando, FL 32854

407-841-2686

(Attach additional sheets if necessary)

END OF INSTRUCTIONS



Ian C Davis, Deputy Chief
78 W. Central Blvd.
Orlando, FL 32801
321-239-6947
Ian.Davis@cityoforlando.gov

April 2, 2019

To Whom It May Concern,

I am writing to recommend the services of ADG and H.J. High. It has been a pleasure to work with their entire team. Throughout our design phase, the team of ADG and H.J. High has continued to surpass our expectations. It is evident that both companies have a great deal of depth and ability. My team continues to be impressed with their professionalism, responsiveness, innovation, and attention to detail.

As a department, we chose to redesign our stations' floor plan based upon ADG and H.J. High's recommendations. They were able to point out opportunities to improve the stations' overall design such as individual dorms, gender-neutral restrooms, wellness spaces, and effective use of workspaces

I feel confident in recommending ADG and H.J. High services. If you have any questions please feel free to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "Ian C. Davis".

Ian C Davis, Deputy Chief

Fire Deputy Chief Ian C. Davis
Orlando Fire Department • Station 1 • 3rd Floor
78 West Central Boulevard • Orlando, Florida 32802
Phone: 407.246.3888 • Fax: 407.246.2758 • Email: ian.davis@cityoforlando.net

The City of Boynton Beach



3301 Quantum Boulevard
PO Box 310
Boynton Beach, Florida 33426
(P): 561-742-6010 | (F): 561-742-6011
www.boynton-beach.org

April, 10 2019

To Whom It May Concern,

I am writing in reference to H. J. High Construction and the services they have provided as one of our design build partners for the City of Boynton Beach. They are currently working on two construction projects for the City; our Boynton Beach Police Department Headquarters and our Boynton Beach Fire Department Station #1.

Throughout the entire pre-construction phase and into the actual construction phases, H. J. High has shown a level of flexibility, professionalism and leadership that has made the process successful. Their knowledge and skill have been an enormous asset to our city.

Because there are several departments and entities that are stakeholders in these projects, it has been important for our construction team communicate to work with multiple groups and personnel. HJ High hands on approach with our various departments and users groups has allowed us to meet project goals. They have been flexible and creative with meeting the various challenges of a complex project. In addition, we appreciate HJ High achievements towards the City's "Building Wealth" initiative, a program to encourage construction dollars to be spent with local companies and local labor.

They have consistently shown us that they are working in the best interest of the City and for our citizens. I highly recommend H. J. High Construction to any municipality or company that is considering using them.

Sincerely,

Colin Groff

Colin Groff
Assistant City Manager, Public Services
City of Boynton Beach

AMERICA'S GATEWAY TO THE GULFSTREAM

Current and Projected Workload

Project Name	Client Name	NTP Date	Anticipated Completion	Construction \$ Value (Est.)
Orlando Fire Station 6	City of Orlando	August 2024	October 2025	\$12,741,154
Orlando Fire Station 18	City of Orlando	October 2025	November 2026	\$10,244,249
Port Saint Lucie Police Training Facility	City of Port St. Lucie Police Dept.	November 2024	March 2026	\$28,049,706
Pinellas Park Public Safety Campus	City of Pinellas Park	April 2025	June 2026	\$29,891,458
Pet Alliance of Greater Orlando	Pet Alliance of Greater Orlando	October 2024	March 2026	\$15,238,682
City of Orlando Southeast Government Services	City of Orlando	March 2025	July 2026	\$27,506,458
OCLS Horizon West Library	Orange County Library System	September 2024	February 2026	\$18,289,645
Everest Rehabilitation Hospital: Auburndale	Everest Realty	February 2023	November 2025	\$16,169,775
Everest Rehabilitation Hospital: Ocoee	Everest Realty	May 2022	August 2025	\$14,701,818
Everest Rehabilitation Hospital: Pinellas Park	Everest Realty	November 2022	December 2025	\$16,229,641
OCLS Lake Nona Library	Orange County Library System	September 2024	July 2026	\$13,228,651
Apopka Public Safety Facility	City of Apopka	TBD - In Precon	TBD	TBD - In Precon
City of Oviedo Police Headquarters	City of Oviedo	TBD - In Precon	TBD	TBD - In Precon



Project Understanding and APPROACH

Our project team is structured with a clear, efficient, and effective management approach with a single point of responsibility. We are acutely aware of the speed and production demands and have purposefully kept our organization streamlined so team communication is prompt and constant. Robert High will serve as the Project Executive for our team. He will orchestrate our strong, local team of construction professionals.

Our project approach to cost control begins with defining and analyzing the project budget. The best opportunity to capture cost savings on any project is during design. As time progresses and designs take shape, the opportunity to affect large-scale savings diminishes. Once construction begins, that opportunity nearly vanishes entirely. Therefore, our team expends great efforts to solicit, pursue, review, analyze and submit as much cost and time saving options as possible early in the design process.

This information will be provided at every level of the design process to determine best value alternatives, life-cycle costs, long term maintenance aspects, bid alternatives, aggressive pursuit of sales tax savings and

subcontract negotiation savings. We will be constantly feeding this detailed information to you. Because we will work closely with your chosen architect, we are able to furnish this information at the earliest phases.

Our philosophy is to provide you with the detailed information needed for them to decide how to prioritize the different aspects of the project and determine how

available funds should be allocated. We are confident this approach will give the City of Ocoee project managers the information needed to make value judgments from the outset of design.

Our team approach combines similar design philosophies, management structures, and a commitment to excellence, with

project specific experience and immediate local contact / response. The scope of services of this RFQ speaks directly to the accomplishments our team has completed for public safety facilities. We understand the unique requirements of this project, the necessary components to ensure safe and efficient daily operations, and how to incorporate these components into the facility to provide long-term value to the community.

We view each project as an opportunity to improve on the last. We'll use our previous experience on public safety projects as a starting point, but will take lessons learned, market conditions, usability studies, and real-time feedback from the staff that occupy the facilities and incorporate that information into our design.

Focused on the “Why!”

For three generations, H. J. High has asked one simple question when we begin a project, “Why?” We take the time to understand Why you’re building in order to better deliver a facility that will both serve your needs and establish a relationship of trust and longevity between our teams.

Fire Station facilities are very unique structures that serve very specific purposes. The Why is simple, build a structure that keeps our first responders safe, so they can, in turn, keep the public safe.

We’re very grateful to have been part of over 20 public safety facilities, both as a Construction Manager and as a Design Builder. This has given us very distinctive expertise in these types of facilities. We have been part of the design process for many facilities and are familiar with elements that reduce firefighters’ risk of cancer, and features that eliminate exterior line of site that protect police officers. We guide you through the entire construction process to ensure that we turn over a facility that will exceed your expectations and keep your team safe.

Inspect Rather Than Expect

Public Safety Facilities have a much more stringent set of requirements than most other types of structures. A police facility needs ballistic paneling in very strategic locations. Fire facilities require positive air pressure to force out contaminants. Emergency Operations Centers need hardening and redundancies to ensure around-the-clock operations through the most devastating events. With these things in mind, we leave no stone unturned, no bolt overlooked. It’s not enough to trust that everything has been built to specifications. We make sure everything meets the strictest standards by taking the time to personally inspect every aspect of construction. That way nothing is left to chance.

Beyond the Build

We believe in doing more than just building your facility. We want to be an extension of your organization. We will help you with your community engagement through monthly drone videos, social media campaigns, and public events.

Beyond that, we will help facilitate your finishes and furniture selection to make sure you’re going to have products that will last. For example, a fire station running three full-time shifts, will essentially have three

years’ worth of use for the first year. So stainless steel, professional grade appliances in your kitchens will last and save you significant operational costs.

Additionally, we remain in contact with the end-users of the facilities we build, long after the job is complete. We gather constant feedback in order to improve every facility we build.

Just the Right Size

At H. J. High, we select your project team with their specific experience in mind. So we don’t pad our team unnecessarily, which reduces costs but ensures you have the best, most efficient team working on your project.



Best Practices

We are constantly working to improve how we build public safety facilities. One of the best practices we’ve introduced is waiting to pour the slab for the bay on a fire station until the end of the schedule in order to protect the final finish of the floor. This prevents cracks and damage that can occur through the construction process.

FIRE FIGHTER SAFETY IS LIFE SAVING

Public Safety Experience

H. J. High has always been very intentional about which projects we pursue. Our passion has always been to take on projects that have a positive impact on the community. That's why public safety projects have always been of particular interest to us.

The Ocoee Fire Station Facility #38 fall squarely within our sweet spot. H. J. High is uniquely suited to provide Construction Management at Risk services for these projects. We are currently building Orlando Fire Station #6 and are slated for four more with the city. In addition, we've completed the City of Orlando Fire Stations #11 and #9, Boynton Beach Fire Station #1, a fire training tower at the City of Kissimmee Training Facility, the Treasure Coast Public Safety Training Facility, and a Fire Rescue hangar for the Orange County Fire Department. This gives us the opportunity to bring Ocoee the most current construction experience.

Crew Wellness: With every fire station we build we prioritize the health and well being of the occupants. *Unfortunately, fire fighters are three times more likely to contract cancer due to the nature of their occupation and the design and construction of their facility.* As such, our focus includes Carcinogenic Contamination, Disease and Pathogen Contamination, and Sleep Deprivation. Working closely with the project architect, we look forward to applying our experience and expertise to ensure the facility is safe. We will focus on controlling and containing carcinogens on personnel and equipment.

Recent studies have also demonstrated the link between sleep deprivation to cardiovascular disease and other health related issues. Firefighters are becoming more and more sleep deprived because of an increase in call volume, decreased staffing, and automatic and mutual aid call volume. The creation of acoustically isolated spaces can allow for a variety of activities and functions of a diverse crew. Installing a station alerting system which only awakens on-call units with ramped tones and lighting allows non-dispatched crews uninterrupted rest. Additionally, lighting can and should be integrated into the alerting system. When alerted, the foot candle levels in the bunk rooms should be minimal, with a gradual increase as responders make their way to the apparatus bays, thus allowing their vision to adjust.

Attention to detail is key. Small additions, though seemingly minor, can make a major difference in a firefighters' ability to get ample rest and recovery. Something as simple as an outlet and USB charge station at the head of a bunk allows the crew to keep electronics handy and charge devices without having to get out of bed. H. J. High has a wealth of experience in the design and installation of systems to provide the certainty that the Ocoee Fire Station is living in the healthiest, most modern, and safest facilities built in the State of Florida.



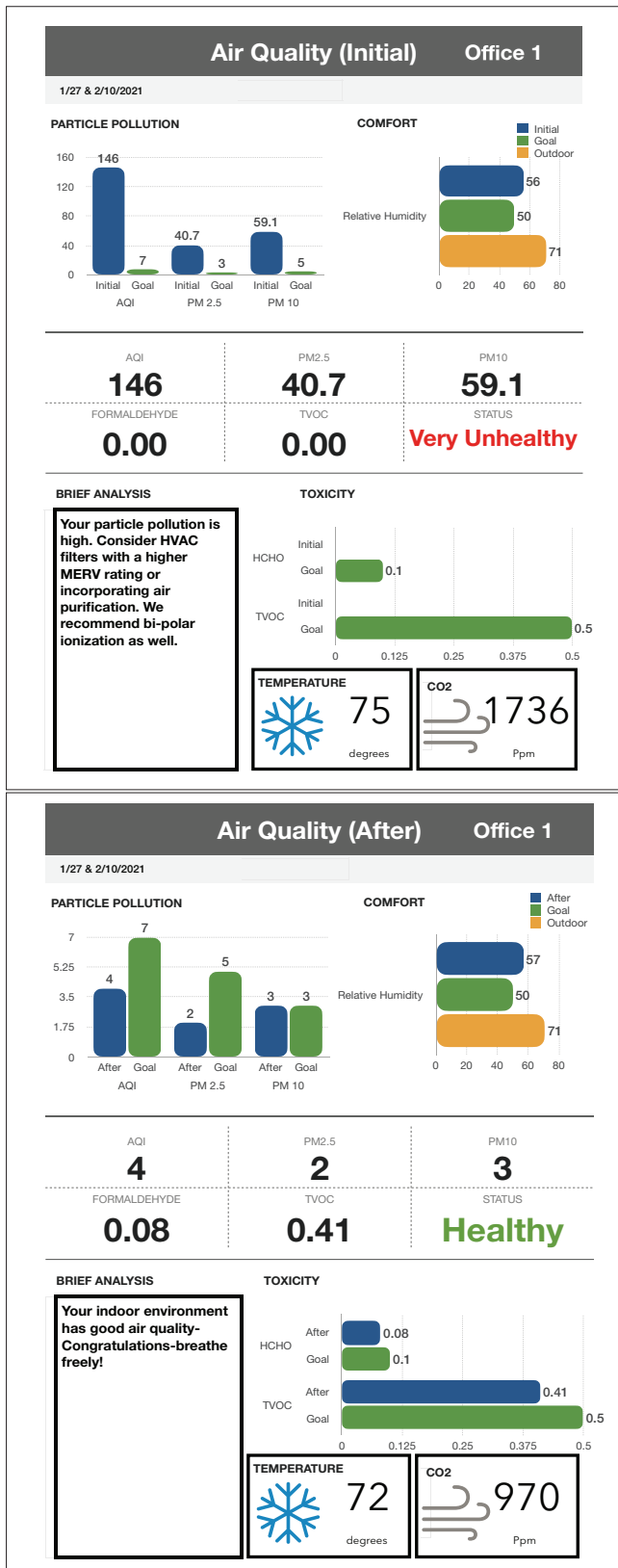
Consideration must be given to the proper ventilation of exhaust in the apparatus bays, the storage of personal protective equipment (PPE) in ventilated rooms away from living and administrative areas, transition areas to prevent cross contamination of living spaces, and separate laundry areas for PPE versus station wear. There are also innovative ways to ensure their physical well being such as the inclusion of dry saunas, which allow the firefighter to sweat out carcinogenic contaminants. Decon spaces located adjacent to apparatus bays provide direct access when returning from a call. Additionally, we recommend new automated / no-touch technology employed in facilities to disinfect and decontaminate the interior of fire rescue vehicles and apparatus to reduce staff and patient exposure to dangerous pathogens.

Community Oriented Facilities: As the function of public safety facilities has evolved over the years, these facilities have become a focus of the community. Creating welcoming, flexible spaces, allows the community to connect and interact with the staff. Adding a public entrances or triage rooms to your facility, for example, will allow staff to accommodate walk-up traffic seeking minor medical treatment. The City of Boynton Beach Fire Station #1 has incorporated a secured public entrance for the community. It has been a great feature and allows the fire station to interact with the community instead of being completely isolated.



Training: Firefighter training is the most important aspect of the firefighter's job, next to emergency response. Fire departments have become truly all-hazards agencies that must be able to provide effective customer service to communities, no matter the type of emergency. Fire stations can be designed and built to accommodate training effectively. The facilities have a few key attributes for successful training. Apparatus areas are usually vast in size and can have different elevations within the space for storage rooms and equipment areas. Large floor areas allow for enough room for all attendees to be able to perform the skills of the lesson, and comfort areas for rest and rehabilitation are usually directly off the training area. Furthermore, the lecture portion of the training can be completed in the training room and the trainees can move directly to the apparatus bay floor to practice what they had just learned.





Inpura Healthy Building Design

H. J. High will employ the design expertise of Inpura, a healthy building consulting and design firm in Orlando. They have developed a three-step system to provide natural, healthy interiors for commercial facilities. Their goal is to offer simple metrics to understand what is in your environment. This results in a cleaner, more antiseptic fire station.

Construction Management Experts

H. J. High was the first contractor in Central Florida to use the Construction Manager at Risk construction method. Over the years we have perfected the method and have delivered hundreds of successful projects for a multitude of clients. Additionally, we bring our experience as construction managers, and design-builders, of several firefighting facilities. This gives us a particular insight into fire station design that other contractors simply don't have.

Beyond simply constructing a facility, we have conducted extensive research into the safety, ergonomics, and comfort of the firefighters that will inhabit the station. There are numerous aspects to consider when providing a facility to firefighters. As mentioned previously, safety and cancer prevention top the list of design elements to provide. Decisions such as industrial grade kitchen fixtures and USB ports by the bunks add to the longevity and livability of the station.

These are things we look at from the beginning through our exhaustive preconstruction process. The best place to save money on construction is through this process. We are constantly looking at labor and material costs to give real-time estimates on all of our services. By doing this and requiring all of our subs to participate in the owner-direct-purchase program, we find the best opportunities to save costs for Ocoee. In turn, we are able to reinvest these savings into additional amenities and life-saving techniques for your firefighters.

In addition, we provide several services beyond the build. We will work with the city to connect with the residents in the area and keep them informed of our activity and progress. Our team also includes the first FAA Part 107 certified drone pilot in Central Florida that will create an aerial map of the jobsite and provide regular progress photos and videos for our reports to the city. These have been very successful in communicating progress to our clients.

Project Management Information System

Because of H.J. High's forward-looking expertise and commitment to bringing in new technologies and processes, our team uses Procore Construction Management software to create, track and report the various construction documents and tracking logs used throughout the course of your project.

The project team utilizes Procore to manage the following:

- Schedules
- RFI Reports
- Submittal Logs
- Cost Control Reports
- Quality Control Lists

Subcontracts and Purchase Orders

This is the beginning for any project vendor or contact. All of the party's information is entered into the database, the subcontract scope is defined and the contract sum is indicated. A current contact list is maintained and a subcontract tracking log is automatically created to monitor the return of project documents.

Information Requests and Responses

The RFI feature allows us to create and issue RFIs and RFI responses while automatically updating the associated log and status reports. The reports show the response time to RFIs and the number of days these responses were received late. RFI responses are issued to affected vendors individually, and the response is uploaded to Box.com for access by all team members.

Submittal Tracking – Submittals are a “last look” at the components which comprise the project before they are released for delivery. Procore allows us to create a master submittal log derived from the project manual and H.J. High's own requirements. H.J. High generates notifications to vendors of initial submittal requirements, when submittals and resubmittals are due, and notifications to architects of submittals pending their review.

Proposal Requests and Change Orders – Proposals and changes are created and tracked in Procore. The receipt of architect's proposal requests are logged and vendor pricing requests are issued. Once pricing is received from subcontractors, a contingency adjustment proposal (or proposed change order) is issued to the Owner. If approved, the related vendor change orders are issued and the contingency (or change order) log is automatically updated. Procore tracks open requests to vendors, allowing notifications to automatically be generated listing vendor RFPs still open.

PROCORE®

View old revisions

Work off the current set of plans

Link progress photos to drawings

See markups in real time

Link RFIs, submittals, and docs

With Procore, we've drastically increased project efficiency and accountability by streamlining and mobilizing project communication and documentation.

Pay Applications

H. J. High's monthly pay applications are generated and maintained in Procore. Because change issues are also managed in Procore, revisions to vendor contracts and job costs are aligned with monthly billing submittals. Current cost to date is synchronized with projected costs to maintain accurate cost status reporting.

Correspondence

Letters, memorandums and transmittals are created using Procore. Actions and responses requested in these documents are recorded and due dates are assigned. From this information, a report is generated listing information yet to be received, the date the information was required, and any responses that are overdue.

Meeting Minutes

Meeting minutes for the various meetings which take place through the course of the project are created and tracked in Procore. Issues are created and described, responsibilities are assigned and due dates are listed. Items which remain open from each meeting are automatically listed to develop the agenda for the next meeting.

Punch Lists

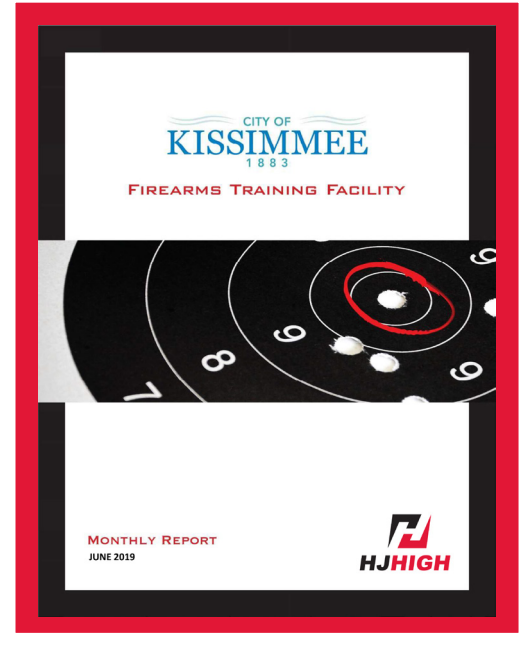
Punch list items are described in detail, locations are provided and responsibility is assigned. Once this

information is entered, reports are generated which notify the appropriate parties of their punch list responsibilities and due dates.

Project Status Reporting

H. J. High can provide Monthly Progress Reports to the architect and Ocoee reflecting progress to date on the job. We have designed these reports in a "Project at a Glance" format whereby the most pertinent project information is presented. Reports include:

- Work Summary of Previous Month's Activities
- Previous Period Application for Payment
- Updated Construction Schedule/1 Month Look Ahead
- Updated Cash Flow Projections
- Updated Project Budget & Value Engineering Status
- Minutes from that month's Meetings
- Submittal Status Reports
- Progress Photographs
- Request For Information Status Reports



Cost Control

The best opportunity to capture cost savings on every project is during design. As the design progresses and decisions are finalized, the opportunity to affect large-scale savings diminishes. Once construction begins that opportunity vanishes nearly entirely. Therefore, H. J. High expends great efforts to solicit, pursue, review, analyze and submit as many cost and time saving options as possible early in the design process. A complete value engineering review and detailed estimate will be performed when the project is in its earliest stages and will continue throughout the design process. These detailed progress estimates will be produced to inform the team what the project's anticipated costs are and what value engineering options can be considered to reduce the overall cost without sacrificing the quality of the finished product. Our estimates are produced through utilizing our past experience, utilizing our database of costs adjusted to our geographic area, input of our subcontractors, and the input of suppliers and manufacturer's representatives. This method assures the costs received at the time of bids will be at or below budget.

89 Years of successful partnerships has allowed us to develop strong relationships with subcontractors throughout the region and we know what contractors are capable of successfully completing challenging projects. Once the Guaranteed Maximum Price (GMP) is established, H. J. High works as the project's primary fiduciary to control project costs and maximize procurement value in order to administer Ocoee's funds in their best interest. This is completed on several fronts:

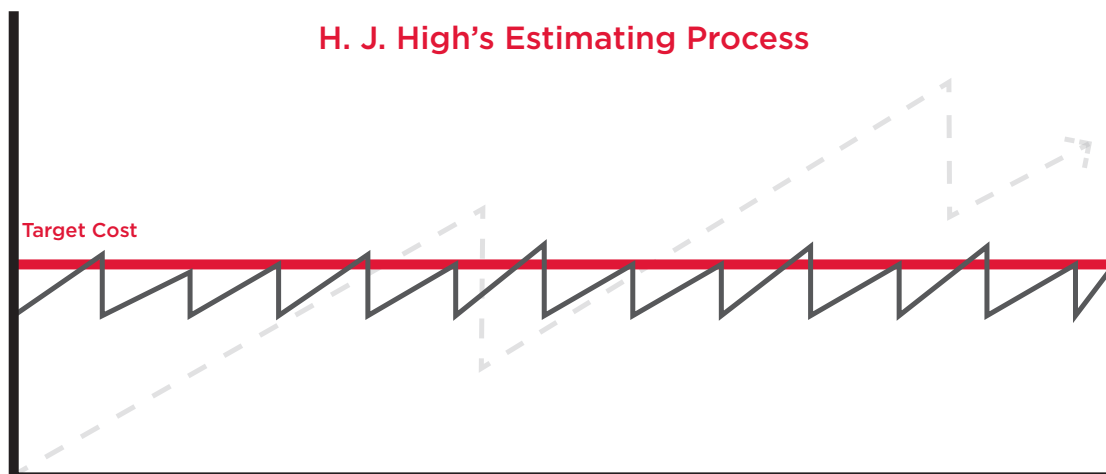
Project Buyout – H. J. High's project executive and project managers work together to confirm bids and scopes are compliant with the contract requirements and schedule. Whenever possible, the subcontract is negotiated directly with the owner or principal of the subcontracting firm, thereby buying the best deal for our clients. Subcontract

scopes are reviewed by H. J. High's project manager and project superintendent to confirm there is no scope overlap, no scope gap, and the work is awarded to the most appropriate trade when there is an option to award a portion of the work among differing trades.

Tax-Exempt Owner Purchases – Because of our extensive experience with government projects, we have been able to refine and streamline the administration of our tax-exempt materials purchase program. We aggressively pursue capturing the sales tax savings from our subcontractors for the benefit of the City of Ocoee by requiring the subcontractor's participation in the program in the terms of our subcontract. Should a subcontractor fail to participate, we unilaterally deduct the estimated tax savings from their contract.

Change Order Request Evaluations – Change orders are a part of any project. When a change order request is received from a subcontractor, H. J. High will research the conditions giving rise to the claim, will verify the quantities of labor and materials involved in the change, and will verify the price of materials involved. Only after H. J. High is satisfied with the circumstances and pricing of the claim will it be presented to the team for evaluation. Further, H. J. High limits the time a subcontractor has to make a claim, thereby avoiding job-end "surprises" for additional work performed by the subcontractor.

Contingency Administration – H. J. High will maintain a running account of all adjustments to the contingency, grouped by status – approved, out for architect review, out for owner approval, out for subcontractor pricing or closed. This log is updated weekly and provides the team with an accurate current status of the contingency. This allows the team to make informed decisions when determining what changes may need to be made on the project.



Cost Estimating vs. Subcontractor Bids

In preparation of the Guaranteed Maximum Price proposal, H. J. High strives to include actual competitive bids for all required scopes of work. Allowances are only included when the material or extent of work for a particular scope is not clearly defined in the contract plans and specifications. An example of this is when a scope is listed “as needed” on the plans such as removing and reinstalling of ceiling tiles. These allowance scope items are quantified by H. J. High’s preconstruction team according to our best assumptions based upon the contract documents. We then price our in-house quantities with competitive unit rates from our subcontractors. Those quantities and unit rates are used to establish the allowances for the Guaranteed Maximum Price.

Approach to the management and construction of the project

Once the GMP is established, H. J. High works as the project’s primary fiduciary to control project costs and maximize procurement value in order to administer Ocoee’s funds in their best interest.

H. J. High’s project executive, Robert High, and project managers work alongside to confirm that bids and scopes are compliant with the contract requirements and schedule. Whenever possible, the subcontract is negotiated directly with the owner or principal of the subcontracting firm, thereby buying the best deal for our clients.

Owner direct purchase and sales tax savings approach to the project

We have streamlined our administration of tax exempt materials purchase programs through our extensive experience with municipal and public safety projects. Subcontractor participation in the Owner Direct Purchase program is a requirement of H. J. High’s subcontract agreement. Subcontractor’s failing to participate will have their subcontract amount reduced by a sum H. J. High calculates as equal to sales tax that should have been saved, and provides this savings to the client. Through this application of the Owner Direct Purchase program, H. J. High historically is able to consistently return savings to our tax exempt clients in excess of 1.2% of the project’s cost.

Budget Estimating

Our estimates are produced through the knowledge of our past experience, utilizing our database of costs adjusted to your geographic area, input of our subcontractors, and the input of suppliers and manufacturer’s representatives. This method helps assure the costs received at the time of bids will be at or below Ocoee’s budget, inform the team what the project’s anticipated costs are and what value engineering options can be considered to reduce the overall cost without sacrificing the quality of the finished product.

Constructability Review

Throughout the preconstruction process, our team completes constructability reviews of the documents to evaluate the documents for ease of construction, potential problems in details, and cost efficiency as it relates to the means and methods which will be required to build the project.

Value Engineering

Our team will perform a comprehensive review of the design, building systems and construction methods to ensure maximum value. Our value engineering suggestions are produced through a combination of using our past experience on similar projects, the input of our subcontractors, and the input of suppliers and manufacturer’s representatives.

Value engineering employs life cycle analysis to ensure that all materials and operating systems will be long-life and low-maintenance. H. J. High will continue to pursue value engineering throughout construction, while maintaining the highest quality standards and to ensure budget compliance, without jeopardizing the quality of the project.



Rising Construction Costs

Perhaps the biggest change (and challenge) over the past 30-40 years in getting new public safety facilities built is construction costs – leaping from \$50-60 per square foot in the 1980s to \$500-600 or more per square foot today. In addition to higher-than-normal inflation, there are a number of reasons why construction costs and costs for new stations as a whole have risen, especially in the last couple of years.

Soaring costs and supply chain and workforce shortages.

The biggest culprits for the volatility are the business closures, higher-than-expected demand, and a reduction of the available workforce in the industries that produce and distribute these materials. Some materials that are traditionally readily available off-the-shelf are taking weeks or even months of lead time for delivery.

Rigorous regulations. Fire Stations buildings must adhere to very strict codes and guidelines, significantly impacting the materials used – much more expensive than a traditional commercial building. In addition, fire stations are now required essential use facilities capable of providing essential services to the public after a disaster. The equipment and other accessories which are necessary for the continued functioning of the essential services operation can add additional costs to the project.

H. J. High works hard to mitigate these costs in the following ways:

- **Accurate and detailed early estimates** – providing accurate and detailed estimates at the early phases of design allows the team to identify where the costs are located and what we can focus on to value engineer. We utilize our experience with these stations as well as numerous subcontractors to provide our client and the design team with real time costing information that can be used to identify our exposure to material and cost increases.
- **Leverage experience to recommend equal or superior material products that are less expensive or readily available** – H. J. High has a wealth of information on

products, materials, systems, etc of past fire stations that may be presented for consideration that could mitigate the long lead times and costs of certain products.

- **Material Cost Escalation Allowances** – H. J. High has successfully utilized material escalation allowance with owners and subcontractors to limit volatility. Identifying and limiting exposure to material volatility allows for subcontractors to provide more competitive pricing at the time of GMP.
- **Focus on construction type and systems** – Our focus will be to maximize the city's funds by working with the architect to design a building type that is durable and meets the needs of the county but also more readily available than some systems. Buildings such as tilt wall and CMU are easier to procure locally than structural steel.

Material Availability & Scheduling

Supply chain and workforce shortages – Reduction of the available construction workforce paired with a robust construction market makes subcontractor schedule challenging. Also, some materials that are traditionally readily available off-the-shelf are taking weeks or even months of lead time for delivery.

H. J. High works hard to mitigate these costs in the following ways:

- **Early procurement of materials** – H. J. High will identify materials that are subject to price fluctuations or are long lead items. These materials are purchased before design is complete to lock down the delivery date and cost. We are able to minimize the exposure to an overheated market in this manner.
- **Early engagement of subcontractors** – H. J. High will identify major subcontractors as part of our preconstruction process to engage them to place our project on their overall schedule. Letting them know early on that this project is coming allows them to place our project into their manpower look ahead to ensure adherence to our overall schedule.



Material Selection



Early Procurement



Material Storage



Early Site Package



Project Schedule

All project scheduling is accomplished using Phoenix Project Manager. Our schedules are developed with a level of detail to indicate all significant items of work to be completed, phasing of the project, responsibility of each work item, area the work is to take place, and includes logic to determine how all activities interact with each other. The activities reflected on the master schedule will indicate the critical milestones, key dates and the flow of work.

A master schedule is prepared during the Pre-construction phase to monitor the overall progress of design and Pre-construction activities and milestones. The schedule incorporates decisions made through interactive input from all team members, and expands as subcontractor input is added.

As we move toward the start of construction, our subcontractor bid documents will also indicate the scheduling requirements for bidders. Subcontractors bidding the work will be bidding time as well as money. Following the selection of low bidders for each category of work, work plans and detailed schedule information will be submitted for inclusion in the project schedule.

The project schedule will identify the early start dates for each trade's activities. Delivery lead times and approval durations for all shop drawings will be determined by the

date materials are needed on the project and included on the schedule. Our practice is to secure all shop drawings and submittals as soon as contracts are awarded, but the schedule will serve to indicate when submittal cycles will begin to negatively impact the schedule.

Once work begins, the One Month Look Ahead schedule is reviewed and updated at each week's regularly scheduled construction meetings. This schedule is the basis for subcontractors to coordinate their work forces – this is where the detailed planning and problem solving occurs. At the end of the month, an updated schedule is sent to each subcontractor. This keeps them apprised of modifications made to the schedule which will affect their work start, sequencing, and completion.

The project schedule is as important to a project as the plans and specifications. It assembles an otherwise unordered list of events into an orderly, sequential list of activities which can be monitored and adjusted as events mandate. Without proper scheduling and schedule maintenance, success on a project is not possible. Through the scheduling control practices we have implemented, H. J. High has achieved a consistent track record of early project delivery.

Through the scheduling control practices we have implemented, our team has achieved a track record of early schedule project delivery.



Quality Control

A quality product can easily be achieved when all members of the design and construction team work together. This ensures there is a clear understanding of the design and the workmanship expected.

H. J. High Construction has successfully employed our quality control plan on all of our projects. This is shown by the numerous project and craftsmanship awards we have received. Some of these awards are the ABC Outstanding Project Award and the American Institute of Architects Merit Award for Quality of Work and Excellence in Construction. We use the same plan each time, which assists us in the successful results we achieve.

Quality control procedures are initiated during the design phase to ensure expectations are reasonable and obtainable. During this time, the minimum specified items are established.

During the construction phase, quality control starts with a clear understanding of the requirements, as well as an experienced, organized, jobsite management team.

Preconstruction document review by the Project Manager and Superintendent — During this review our team will be specifically looking for areas where it will be difficult to achieve a quality installation and will suggest alternate solutions that will provide a better finished product. Of critical importance are waterproofing, roofing and flashing details.

Detailed bid scopes at GMP — Detailed work scopes are developed as part of the subcontractor bid documents to assign responsibility for each component of the work to specific subcontractors. This allows us to assign scopes of work to the best-suited trades people for any particular item. Additional language is written into our standard subcontract agreement to address the finest of details.

Detailed review of approved submittals by Superintendent After submittals have been reviewed and

approved by the architect, the Superintendent completes a review for proper sequencing and coordination of the work in the field. This provides a final opportunity to build the project on paper. Questions or concerns are raised for discussion and resolution by the construction team, preventing quality problems or delays in the field once the work starts. All materials received at the jobsite will be checked for conformity to the approved submittal data.

Pre-installation meetings with subcontractors — As the time for specific work scopes nears, we conduct a pre-installation meeting with the subcontractor, the manufacturer's representative, the architect, the client's representative, and any subcontractor closely associated with the work. At this meeting, among other things the installation process and sequencing are reviewed, quality expectations are re-emphasized, and manufacturer's recommendations are reviewed and discussed.

Inspections — In-process inspections will be made by our jobsite management team, who is also our designated quality control team. Their role will be to continuously monitor the acceptability of the workmanship, as well as control the cover-up inspection.

Cleanliness — Jobsite cleanliness leads to a quality built product. We require all trade contractors remove their debris from the site at the end of each working day and at the completion of their work.

Compile preliminary punch lists — Punch lists are compiled and completed during every phase of the work, ensuring when the next trade begins their work, the substrate which they are working on/to is properly prepared and ready to accept the new work. This targeted method of preparing each facet of the work eliminates the "summation of errors" effect caused by compounding problems instead of addressing them as they arise.

Quality control is affected by virtually all aspects of design and construction. H. J. High Construction has, and always will, maintain and achieve a quality product.

Quality Assurance

H. J. High Construction is committed to the continual improvement of the quality of our work. We work closely with our customers, subcontractors, suppliers, and design professional to achieve this goal. H. J. High takes pride in our ability to build exceptional facilities by leading the industry in quality assurance management as we focus on four (4) areas within our organization.

Focus on our Employees

H. J. High realizes that our greatest asset is the empowered people that make up our organization. Our quality vision is both a process and a philosophy aimed at the continuous improvement of our services to meet the needs of our customer, and to meet the needs of our employees by encouraging them to participate in meaningful and satisfying work. We are driven by the idea that “There is Always a Better Way,” through our commitment of continuing education, our challenge is to find it. Because we understand that systems fail, and not people, we are empowered to continuously improve our system.

Focus on our Client

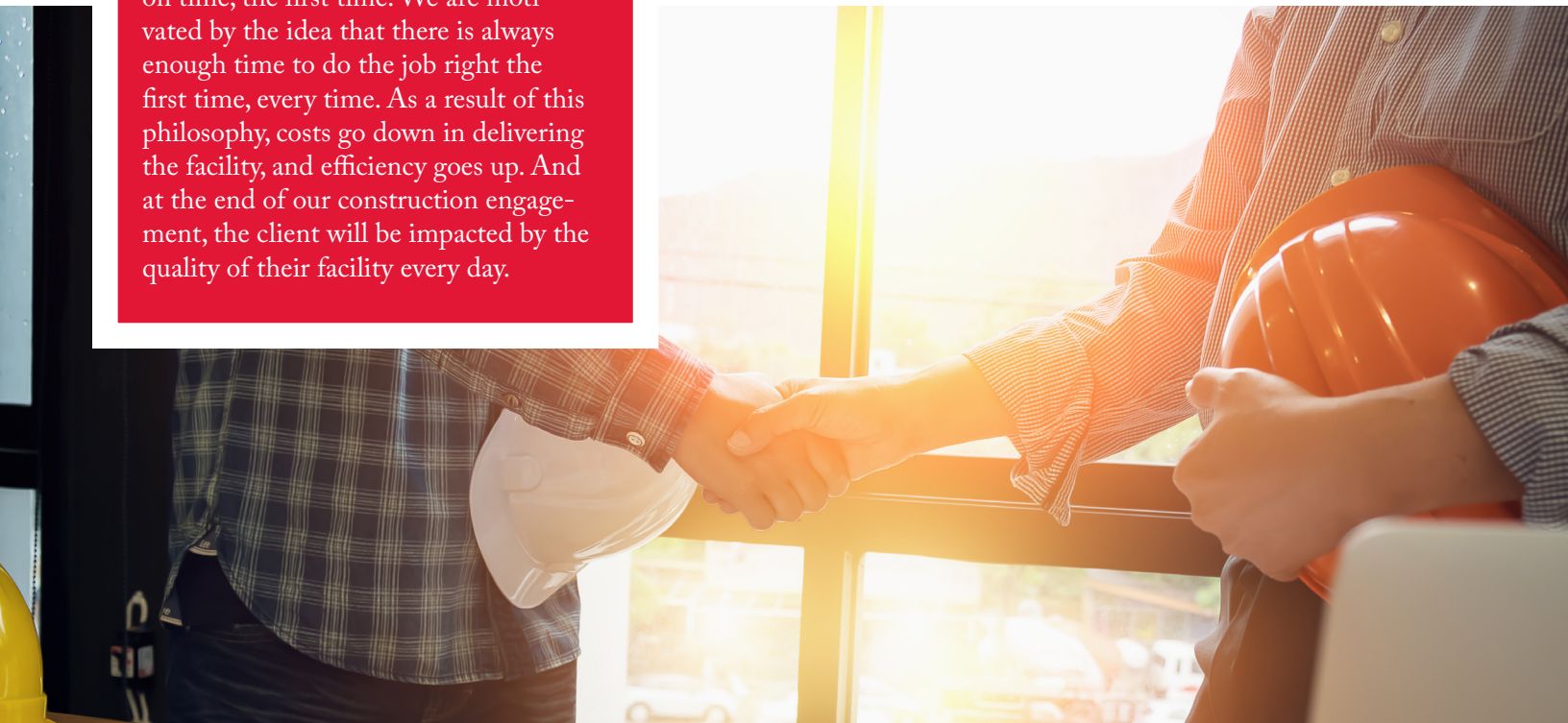
H. J. High’s “client centered” approach creates and maintains satisfied customers by delivering an exceptional facility on time, the first time. We are motivated by the idea that there is always enough time to do the job right the first time, every time. As a result of this philosophy, costs go down in delivering the facility, and efficiency goes up. And at the end of our construction engagement, the client will be impacted by the quality of their facility every day.

Focus on the Subcontractors & Suppliers

H. J. High encourages our subcontractors and suppliers to “own” our philosophy on every jobsite. This “ownership” benefits the sub and vendor by allowing them the ability to work with pride on an efficient, clean and organized job site, and allows them the opportunity to increase their profitability while keeping our client’s goals in focus. H. J. High writes our subcontract agreements to require subcontractors to abide by policies designed to minimize any adverse effect on the client and as requested by the client. Use of loud or profane language is prohibited, work outside of the designated area is prohibited without proper identification and clearance, and the possession of tobacco products within 1000’ of the jobsite is prohibited. Defining our work scopes and material needs completely the first time is quality administration, delivering it completely the first time is quality management.

Focus on the Design Professionals

H. J. High strives to facilitate the needs of the design professional by incorporating and adhering to published material and installation specifications and standards. In addition, H. J. High’s Quality Assurance Program establishes standardized management techniques which incorporate the Design Professional to ensure everyone’s quality standards are met. We utilize precise and timely communications; establish realistic project goals from project conception to final closeout, including accurate and timely budgeting and value engineering.



Leveraging Technology to Serve Our Clients Better

H. J. High has embraced drone technology to better engage with our clients, stakeholders and the community. Our team includes the first FAA Part 107 Certified Drone Operator in Central Florida.

As part of our services, we map every job site and create a 3D rendering that the client can see real-time progress on the project. We fly monthly missions and track job progress. From there, we create marketing videos that the client can share with stakeholders. For a project like yours, this is a very effective way to build excitement within your community.

Our goal is to supplement your communications efforts and be an extension of your team.



Aerial of the Kissimmee Public Safety Training Facility

Using our drone, we can map your site in order to do some preliminary investigation. That allows us to determine if there are any conditions we need to mitigate.



Above is a 3D map of the Kissimmee Public Safety Training Facility created using drone technology. Mapping a site allows us to provide real-time updates about job progress and site conditions such as elevation, and plant health and it helps our team with jobsite logistics. It also allows us to provide communication and social media engagement for our clients. Visit our YouTube Channel to see our videos.



September 24, 2025

City of Ocoee
1 N. Bluford Ave.
Ocoee, FL 34761

Re: H.J. High Construction Company
RFQ #25-009 CMAR for the New Ocoee Fire Station #38 Facility

To Whom It May Concern:

It has been the privilege of Federal Insurance Company (Chubb) to provide surety bonds on behalf of H.J. High Construction Company for over forty years. H.J. High is one of the oldest and most reputable General Contractors in the state of Florida, and we foresee no issue providing single project bonds of \$50,000,000 and an aggregate uncompleted backlog of \$150,000,000. Federal Insurance Company is one of the strongest financial sureties in the world, with an A++ (Superior) rating, a financial size category of XV (\$2 billion or greater) by AM Best and has a US Treasury Limit of \$497,841,000.

If H.J. High Construction Company is awarded a contract for the referenced project which is estimated at \$5,000,000.00 and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between H.J. High Construction Company and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We consider H.J. High to be amongst our strongest and most capable clients, and trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,

William J. Palmer
Attorney-In-Fact

1411 Edgewater Drive, Suite 104 • P.O. Box 540689 • Orlando, FL 32854-0689
Phone (407) 841-2686 • Fax (407) 841-2688

Commercial Insurance • Surety Bonds • Personal Insurance • Employee Benefits • PEO

Client#: 1408066

131HJHIG

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/22/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC 333 S. Garland Ave Orlando, FL 32801-4927 407 691-9600		CONTACT NAME: Casey Guzinski PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183 E-MAIL ADDRESS: Casey.Guzinski@mcgriff.com															
INSURED H J High Construction Company 1015 W Amelia St. Orlando, FL 32805		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B : Amerisure Mutual Insurance Co.</td> <td>23396</td> </tr> <tr> <td>INSURER C : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Amerisure Insurance Company	19488	INSURER B : Amerisure Mutual Insurance Co.	23396	INSURER C : Indian Harbor Insurance Company	36940	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	CPP20572681601	10/01/2024	10/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	CA20572701601	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			CU20572691602	10/01/2024	10/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC21194670301	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Pollution Prof/Poll Agg	X		PEC002738816	10/01/2024	10/01/2025	2,000,000 Each Claim 2,000,000 Each Claim 2,000,000 Annual Agg

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

*** General Liability ***

Additional Insured status is granted, including primary & non-contributory and completed operations, if required by written agreement per CG7324 0323 "Contractors Blanket Flex Additional Insured Endorsement-Form A". Waiver of Subrogation applies, if required by written contract per CG7289 0417 "Contractors General Liability Extension Endorsement".
 (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Ocoee 1 N. Bluford Ave. 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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ACORD 25 (2016/03) 1 of 2
 #S38293979/M36157115

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LUPE

DESCRIPTIONS (Continued from Page 1)

*** Auto Liability ***

Additional Insured status is granted, if required by written contract per CA7171 0508 "Florida Advantage Commercial Automobile Broad Form Endorsement". Coverage is Primary and Non-Contributory if required by written contract CA7165 0911. Waiver of Subrogation applies, if required by written contract per CA7171 0508 "Florida Advantage Commercial Automobile Broad Form Endorsement".

*** Workers Comp ***

Waiver of Subrogation is granted with respect to Workers Compensation, if required by written contract per WC0000313 "Waiver of Our Right to Recover from Others Endorsement".

*** Umbrella ***

Umbrella is Follow Form providing excess liability over General Liability, Automobile Liability and Employer's Liability limits shown.

*** Professional & Pollution ***

Claims-Made Coverage Form with a \$50,000 Retention for Each Claim.

*** Pollution ***

Additional Insured status is granted on a primary & non-contributory basis as required by written agreement per coverage form EVPCPcmCP 0921.

RE: RFQ #25-009 CMAR for the New Ocoee Fire Station #38 Facility



RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

- ☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

H. J. High Construction

Firm Name

Signature

Robert High - President

Name and Title (Print or Type)

September 30, 2025

Date

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is entered into by and between H. J. High Construction
(hereinafter “Recipient”) and the City of Ocoee (hereinafter “City”).

RECITALS

WHEREAS, City needs to disseminate certain building plans, blueprints, specifications, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a water treatment facility (“design information”), in order for it to be designed and constructed pursuant to **RFQ #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility** (the Project); and

WHEREAS such design information is exempt from public records disclosure requirements of Florida Statutes Section 119.07(1) and s. 24(a), Art. I of the Florida State Constitution. This exemption provides that design information made exempt by law may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to a public building or water treatment facility; and that the entities or persons receiving such information shall maintain the exempt status; and

WHEREAS Recipient is willing to receive disclosure of the design information pursuant to the terms of this Agreement for the purpose of bidding on the project and/or performing design services.

NOW THEREFORE, for good and sufficient consideration Recipient agrees as follows:

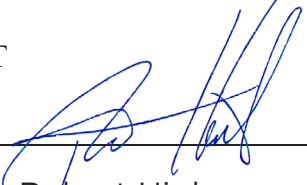
1. The above Recitals are acknowledged by Recipient and are incorporated herein by reference.
2. Recipient agrees that it shall prevent and protect the design information, or any part thereof, from disclosure as a public record and shall not disclose the design information to any person or entity other than one having a need for disclosure in connection with Recipient's authorized use of the design information for the purposes of submitting a response to the bid solicitation.

3. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the design information, and to require all **entities or persons receiving the design information to maintain its exempt status** and to prevent the design information from being disclosed as a public record or coming into the possession of a person or entity that is not authorized.

4. Recipient agrees that all design information shall remain the property of City. All design information and all copies thereof shall be returned to City not later than thirty (30) days after the bid opening together with a list of all of the names and addresses of all entities or persons to which the design information has been disclosed; or, in the case of a designer, not later than thirty (30) days after the project is finally completed.

Dated this 30 day of September, 2025.

RECIPIENT

Signed: 

Print Name: Robert High

Title: President

Company: H. J. High Construction

Address: 1015 W Amelia Street, Orlando, FL 32805

Phone No: 407-422-8171

Date: September 30, 2025

COMPANY INFORMATION/SIGNATURE SHEET RFQ #25-009

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

H. J. High Construction
COMPANY NAME

407-422-8171
TELEPHONE (INCLUDE AREA CODE)

Rhigh@hjhigh.com
E-MAIL ADDRESS


AUTHORIZED SIGNATURE (manual)

Robert High - President
NAME/TITLE (print)

1015 W Amelia Street
STREET ADDRESS

Orlando FL 32805
CITY STATE ZIP

FEDERAL ID # 59-0774606

____ Individual ☒ Corporation ____ Partnership ____ Other (Specify) _____

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

Sworn to and subscribed before me this 30 day of September, 20 25.

Personally Known ☒ or

Produced Identification _____

(Type of Identification)

Notary Public - State of Florida
County of Orange

Krystal neville
Signature of Notary Public



KRYSTAL NEVILLE
Notary Public
State of Florida
Comm# HH479046
Expires 2/1/2028

Printed, typed or stamped
Commissioned name of Notary Public

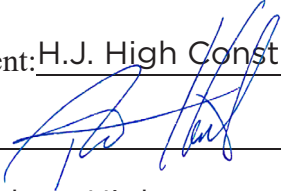
DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Respondent: H.J. High Construction

Signed: 

By: Robert High
(Print or Type Name)

Title: President

Date: September 30, 2025

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

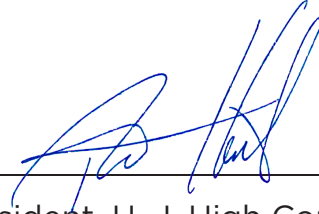
Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

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

Date September 30 , 2025.

By:



President, H. J. High Construction

(Title, Company)

Official Address (including Zip Code):

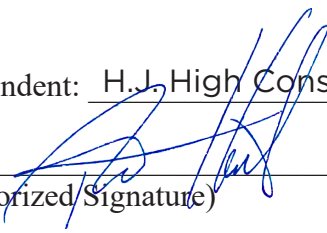
1015 W Amelia Street

Orlando, FL, 32805

CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

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

Respondent: H.J. High Construction

By: 
(Authorized Signature)

Printed Name and Title: Robert High, President

Date: September 30, 2025

HUMAN TRAFFICKING AFFIDAVIT

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

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

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

By: [Signature]
 Print Name: Robert High
 Print Title: President
 Company Name: H. J. High Construction

STATE OF Florida
 COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30 day of September, 2025, by Robert High, as President of H. J. High Construction, who is ☒ personally known to me or ☐ produced _____ as identification.

(Seal)



KRYSTAL NEVILLE
 Notary Public
 State of Florida
 Comm# HH479046
 Expires 2/1/2028

Krystal Neville
 Public Notary Signature
 Print Notary Name: Krystal Neville
 My Commission Expires: 2-1-2028

COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

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

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

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

Authorized Signature: _____

Printed Name: Robert High

Title: President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged ☒ by physical means / ☐ by electronic means before me this 30 day of September 2025, by Robert High, who ☒ is personally known to me / ☐ presented _____ as identification and who ☐ did / ☐ did not take an oath.

(Seal)



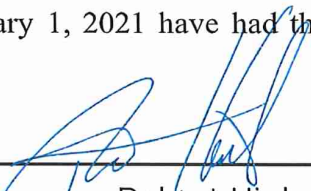
KRYSTAL NEVILLE
Notary Public
State of Florida
Comm# HH479046
Expires 2/1/2028

Krystal Neville
Public Notary Signature
Print Notary Name: Krystal Neville
My Commission Expires: 2-1-2028

CONTRACTOR'S E-VERIFY AFFIDAVIT

I hereby certify that H. J. High Construction [insert company's name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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


 Print Name: Robert High

Date: September 30, 2025

STATE OF Florida

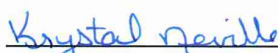
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 09/30/2025 (date) by Robert High (name of officer or agent, title of officer or agent) of H.J. High Construction (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(Seal)



KRYSTAL NEVILLE
 Notary Public
 State of Florida
 Comm# HH479046
 Expires 2/1/2028



Public Notary Signature

Print Notary Name: Krystal Neville

My Commission Expires: 2-1-2028

H. SUMMARY OF LITIGATION:

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

I. ACKNOWLEDGEMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No. <u>1</u>	Dated: <u>9/12/25</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>9/24/25</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

J. EXCEPTIONS:

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

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

N/A

(Attach additional sheets if necessary)

Litigation

In H. J. High's 89 years of business we have never been involved in litigation, claims or contract disputes with a client which have been finalized or decided by a court of law.

H. J. High has never been removed or relieved from a contract or duties on a project. We have never defaulted on a contract or had a bond recalled. We have not been assessed liquidated damages or delay damages.

H. J. High values a culture of honesty and nurturing good relationships with our clients. Our lack of litigation since our inception 89 years ago is a testament to how our staff treat our clients and handle any curveballs that may arise throughout the course of a project. We are invested in the clients' satisfaction with the process. There are a lot of contractors that keep lawyers on hand in anticipation of conflict. H. J. High takes the approach of excellent customer service and an uplifting company culture that encourages all employees to keep clients' best interests in mind.





City of Ocoee

September 30, 2025

RFQ-25-009

Construction Manager at Risk (CMAR) for the New Ocoee Fire Station #38 Facility

Firm Name

D. E. Scorpio Corporation
dba Scorpio

License

CGC 061834

Address

151 Southhall Lane, Suite 170
Maitland, FL 32751

Phone 407.495.2810

Web scorpioco.com

Point of Contact

Johnathan Wilkes
VP Project Development
407.314.8652
johnathan@scorpioco.com



Scorpio.

Address

151 Southhall Lane, Suite 170
Maitland, FL 32751

Point of Contact

Johnathan Wilkes
Project Development
407.314.8652
johnathan@scorpioco.com

September 30, 2025

The City of Ocoee
Purchasing Department
1 N. Blueford Avenue
Ocoee, FL 34761

Re: Letter of Interest – Construction Manager at Risk (CMAR) for the New Ocoee Fire Station #38 Facility

Dear Selection Committee Members,

We are grateful for the opportunity to submit this proposal to the City of Ocoee for the upcoming Fire Station #38. When Scorpio was established, it was to bring community-centered buildings to life, for life. We would be honored to partner with you to create facilities that will provide innovative and effective solutions to meet the emergency services needs of the people in our growing community.

Scorpio is a team of highly qualified industry professionals that have established their careers together delivering these types of commercial publicly funded projects successfully. Our extensive CM experience over the last three decades has created strong relationships, lean operating systems, and exceptional services. We have currently completed two (2) similar sized stations for Chief Theus and his team at Alachua County Fire Rescue, and we have two (2) similar prototype fire stations remaining that on track to be completed in 2027. Each time we deliver this similar station to the same community, owner and design team the product improves. This is a win-win for us to play an integral role in elevating the support for those men and women who save lives every day. We hope to put this same experience into practice with the City of Ocoee as we deliver this project with you.

This team's experience, combined with our relationships with our ever-growing subcontracting community, is a perfect match for Ocoee. People need buildings that elevate their lives. Owners need a return on investment. As your CM partner, you will be treated with care and respect – like family. We call this approach community-centered construction. We look forward to serving you and bringing these new stations to life, for life.

Sincerely,



Johnathan Wilkes
Project Development



Table of Contents

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Tab 1	Overall Expertise of the CMAR
Tab 2	Experience of the CMAR Project Team
Tab 3	Project Approach & Understanding of the Project
Tab 4	Current & Projected Workload of the CMAR
Tab 5	Certified Minority Business Enterprise
Tab 6	Forms





Tab 1

Overall Expertise of the CMAR



About Scorpio

Scorpio is a devoted team of seasoned construction professionals who build to enliven communities and beautify cities. Through experience, we have cultivated a reputation for exceptional leadership across all aspects of construction. Practice has armed us with the knowledge and level-headedness to trust our instincts and approach every puzzle with ingenuity and discernment.

Our team welcomes new ideas and unique obstacles. We are progressive and agile, embracing the need to evolve and master new tools, technologies, and processes to offer the best service to clients and the best results for people who use our buildings. From project inception to completion, we seek the most effective, sustainable solutions to construction challenges. We work to ensure that every building brings enduring benefit to the people who use them.

Our work bonds us to each other, our clients, and the people who live, work, and play in the buildings we make. In construction management there is no magic formula when it comes to fulfilling the client’s ambition. Our approach is simple: **Catch the vision. Honor the budget. Work smart. Make it well. Get it done. Repeat.**



Firm Information

Name
D. E. Scorpio Corporation
dba Scorpio

Point of Contact
Johnathan Wilkes
Project Development
407.314.8652
johnathan@scorpioco.com

Qualifying Agent
Domenic Scorpio
352.363.6070
domenic@scorpioco.com

Number of Employees
100 Total

Years in Business
12 Years

Managing Office

151 Southhall Lane, Suite 170
Maitland, FL 32751

Supporting Offices

3911 W Newberry Road
Gainesville, FL 32607

2042 E Silver Springs Blvd
Ocala, FL 34470

4655 Salisbury Road,
Suite 375
Jacksonville, FL 32256

124 Marriot Drive
Suite 202
Tallahassee, FL 32301



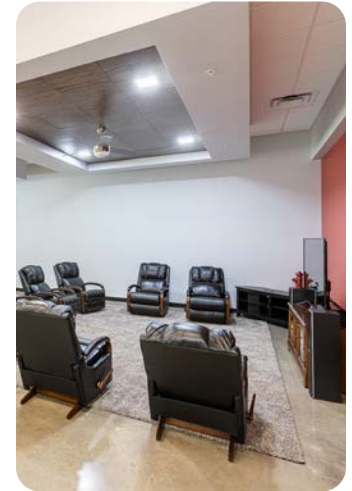
We Know Fire Stations.

Our team has gained considerable design and construction knowledge related to fire stations over the last eight years. During this time, we have coordinated and constructed four new fire stations and are currently working on two more. Each of these projects has taught us valuable lessons in both the design and construction of new fire stations.

Most recently, we completed the second of four similarly-sized fire stations for Chief Theus and his team at Alachua County Fire Rescue using a prototype design. The first, Fire Station 80, was delivered in February 2024, and the second, Fire Station 21, was just recently delivered in May 2025. We have plans to deliver two more stations (one per year) until all four stations are completed by 2027.

With each iteration, as we deliver these stations to the same community, owner, and design team, we continue to enhance the product. This initiative not only benefits us but also plays a vital role in supporting the courageous individuals who save lives every day. Through this process we are able to deliver each subsequent fire station at a lower total cost despite increasing market values materials and labor. We are eager to bring this same level of commitment and expertise to the City of Ocoee Fire Station #38.

Fire stations typically involve unique systems in the apparatus bay, kitchens, bunkrooms, and equipment storage. Each of these spaces must provide for long term form and function. We have seen many of these systems and workflows evolve over the years, and the recently completed Alachua County Fire Stations 80 and 21 are proof of this. These stations are each rated for 50 years and will serve their communities for decades to come.



We have a clear understanding of the specialty design elements and systems required for this type of project. Each of our previous projects included full-site development with specific first responder requirements. These included heavy duty asphalt and concrete paving, emergency generators, and multiple drive entrances and exists. Structural and envelope systems were meticulously evaluated for maximum value and performance. This is especially critical in the apparatus bay where structural slabs must be sloped to the trench drains across a typical drive-thru length of 70 feet. Additionally, roofing and window components provided high aesthetic appeal along with long term high performance.

The interior spaces of fire stations are planned around workflow and typically include turnout gear, decontamination, clean showers, locker rooms, day rooms, kitchen, dining, living quarters with bunk rooms, fitness areas, classrooms, and laundry areas. The apparatus bays typically include power reels, electric radiant heaters, large high volume ceiling fans, and suspended “airvac” hoseless engine exhaust removal units. The multi-bay apparatus areas are usually directly connected to decontamination gear, PPE, EMS, and storage areas.

Our team has a proven track record of partnering with municipalities to build public service facilities. These facilities provide a vital role for their communities and must be designed well and built to last. This was recently proven when Fire Station #80 was opened to the public. Citizens were allowed to walk through the entire facility to see first-hand the form and function provided to our public servants. On May 31, the community will have a similar tour of the recently completed Fire Station #21. Both these new stations are both beautiful in form and durable and efficient in their function.



**CMAR****Similar Local Project****Same Project Team****Location**

Fruitland Park, FL

Delivery Method & Scope

CM at-Risk

New Construction

Project Owner

City of Fruitland Park

Gary Lavenia

City Manager

352-360-6727

Architect

GatorSkitch

Mike Latham

Principal

407-608-5677

Size

20,707 sf

Final Construction Cost

\$9.2 M (\$444/sf)

Substantial Completion

September 2025

City of Fruitland Park New Public Safety Facility

Scorpio is serving as Construction Manager at Risk for building a new Public Safety Facility to meet the growing demands of the community. The new building will be situated between Fruitland Park City Hall and the Fruitland Park Library. The new building is a two-story CMU Building that will house both Law Enforcement and the Fire Department. Site work included the demolition of the existing Fire Station.

The new Police Station portion is designed for sixteen Law Enforcement Officers with offices for the Police Chief, a CID Captain, and Detectives. Additional space will be allocated for the Squad room, Shift Sergeants, an EOC Training Room, Intake and Interview rooms, Evidence Processing, and an Armory, along with an accreditation, training and records room, CID Conference Room, a break room, storage, restrooms, showers, lockers, and a Sally Port.

The Fire Station side is designed to house eight Firefighters and accommodate three Apparatus Bays, including Gear Turnout and a Decontamination Room. A galley kitchen and dining area will accommodate three shifts with "kitties" for food with refrigerators and pantries. There will be a day room, a shared fitness center with Law Enforcement, bunk room(s), restrooms, showers, and a laundry facility.



**Location**

Gainesville, FL

Delivery Method & Scope

CM at-Risk

New Construction

Project Owner

Alachua County Fire Rescue

Harold Theus

Fire Chief

352-384-3132

Architect

The Lunz Group

Mark McLean,

Project Manager

407-930-9389

Size

11,414 sf

Construction Cost

\$5.9M (\$517/sf)

Completion Date

February 2024

Alachua County Fire Rescue Fire Station 80

Fire Station 80 was part of a prototype approach for four new fire stations for Alachua County Fire Rescue, reducing design fees and demonstrating fiscal responsibility. It is considered a 50-year facility with a metal roof, a sizable three-vehicle apparatus bay, and all LED lighting. Clearly demarcated zones separate “hot” carcinogen areas from decontamination zones and firefighter residential quarters. Exterior aesthetics include hip roofs with gables and brick, stone, and metal panel finishes that help the station blend in with residential neighborhoods.

Stress reduction for our emergency responders is a top consideration inside the building, and the residential area features a large day room, all gas appliances, a separate dining area, and sleeping up to 10. The fire alarm system has been updated to a ramping alarm to reduce the shock of a sudden siren. The station also features community spaces, including a training room that seats 30-40 and a lobby left unlocked as a safe haven for infant drop-offs.



**Location**

Alachua, FL

Delivery & ScopeCM at Risk
New Construction**Project Owner**Alachua County Fire Rescue
Harold Theus
Fire Chief
352-384-3132**Architect**The Lunz Group
Mark McLean,
Project Manager
407-930-9389**Size**

11,400 sf

Construction Cost

\$5.5M (\$579/sf)

Completion Date

May 2025

Alachua County Fire Rescue Fire Station No. 21

Fire Station 21 was part of a prototype approach for four new fire stations for Alachua County Fire Rescue, reducing design fees and demonstrating fiscal responsibility. It is considered a 50-year facility with a metal roof, a sizable three-vehicle apparatus bay, and all LED lighting. Clearly demarcated zones separate “hot” carcinogen areas from decontamination zones and firefighter residential quarters. Exterior aesthetics include hip roofs with gables and brick, stone, and metal panel finishes that help the station blend in with residential neighborhoods.

Stress reduction for our emergency responders is a top consideration inside the building, and the residential area features a large day room, all gas appliances, a separate dining area, and sleeping up to 10. The fire alarm system has been updated to a ramping alarm to reduce the shock of a sudden siren. The station also features community spaces, including a training room that seats 30-40 and a lobby left unlocked as a safe haven for infant drop-offs.



**Location**

Tavares, FL

Project Scope

New Construction

Project Owner

City of Tavares
John Rumble
Purchasing Manager
352-742-6209

Architect

GatorSkitch
Mike Latham
Principal
407-608-5677

Size

48,000 sf

Construction Cost

\$19M (\$395/sf)

Completion Date

May 2024

City of Tavares Public Works Operations Center

The City of Tavares constructed a regional workforce training and innovation center in partnership with Lake Technical College in what is considered one of the most innovative projects combining government and education resources that have ever been created. The Public Works Operations Center accommodates the complete operations of the Public Works division and serves as the new training location of Lake Tech's Diesel Systems Technology programs.

The project included the following, which was built on city-owned land: An 8,532 sf public works facility for the City. The combined 28,980 sf building includes a 9,350 sf vehicle fleet storage space a 12,670 sf space for Lake Technical College's diesel mechanic program, and 6,960 sf for the college's automotive program. Additionally, this complex included a 10,540 sf operations building.



**Location**

Clermont, FL

Delivery MethodCM at-Risk
New Construction**Project Owner**City of Clermont
Freddy Suarez
352.241.7350**Architect**Powell Studio Architecture
Jeff Powell
President
352-874-2340**Size**

5,800 sf

Construction Cost

Targeted Budget of \$3.5M

Completion Date

Targeted for October 2026

City of Clermont Fire Station No. 2

Scorpio is serving as Construction Manager at Risk for the City of Clermont on the Fire Station #2. This is an expansion and renovation of an existing fire station. The addition includes roughly 5,800 SF of new space which will be comprised of individual sleeping quarters for ten (10) personnel, a large dayroom, dining and kitchen areas with dedicated pantry storage, a fitness center, EMS storage, and apparatus bays to support fire rescue operations. Support spaces include laundry/extractor and decontamination areas, SCBA compressor and fill station, and technology/IT rooms to enhance operational efficiency.

Minor renovations of the existing roughly 4,200 SF of apparatus bays and ancillary space is also included. The project integrates modern life safety systems, including automatic fire sprinklers, fire alarms, upgraded generator and emergency lighting. Site improvements include pavement upgrades to support heavy rescue vehicles and reconfigured parking and access for staff and apparatus.





References

The following clients represent multiple major projects that were successfully delivered on time and under budget within the past five years. We are confident these contacts will endorse Scorpio’s unwavering commitment to excellence and client satisfaction.



“It has been our recommendation that Alachua County engage Scorpio for additional projects in the future. Our experience found their representatives to be accountable, professional, responsive, and a pleasure to work with.”



Name	Harold Theus
Title	Fire Chief
Phone	(352) 384-3132
Email	hmt@alachuacounty.us

“What sets Scorpio apart is their collaborative and client-focused approach. They communicate clearly, respond promptly and work proactively to address challenges.”



Name	Henry Rains
Title	Interim Police Chief
Phone	(352) 360-6655
Email	hrains@fruitlandpark.org

“I will continue to recommend Scorpio for additional projects in the future. Their representatives are accountable, professional, responsive, and a pleasure to work with while keeping the project on schedule and within budget.”



Name	James D. Dillon
Title	Public Works Director
Phone	(352) 742-6209
Email	jdillon@tavares.org



Tab 2

Expertise of the CMAR Project Team



Organizational Chart

Our team of dedicated construction professionals are experienced and conduct business efficiently and effectively. From project inception to project completion and beyond, our team is involved in a hands-on, day-to-day approach that ensures you will receive exceptional service during the construction of the City of Ocoee Fire Station #38.

DEDICATED SUPPORT



Johnathan Wilkes

PRINCIPAL-IN-CHARGE

LOCATION

151 Southhall Lane, Suite 170
Maitland, FL 32751

YEARS OF EXPERIENCE

17 Years

EDUCATION & CERTIFICATIONS

- Bachelor of Science in Building Construction, UF
- LEED Accredited Professional
- ADEPT Leadership Training
- ABC EIC Award

EXPERTISE

Options Analysis
Design Review
Budget Estimating
Value Engineering
Life Cycle Cost Analysis
Construction Scheduling
Quality Control
Constructability Analysis
Cost Control
Change Order Negotiation
Claims Management
Project Closeout
Transition Planning
Security Systems



QUALIFICATIONS

Johnathan has been a fixture of the Central Florida community and commercial construction industry for over 15 years. Johnathan is a graduate of the University of Florida, where he earned degrees in Building Construction Management and Real Estate. He has served his community by serving on boards such as the Galileo School for Gifted Learning & Brevard Schools Foundation, as well as Seminole County Public Schools Dividend. He is responsible for overseeing all projects from inception to post-occupancy and the development of the Central Florida team.

PROJECT EXPERIENCE

- City of Fruitland Park New Public Safety Facility
- City of Brooksville New Public Works Facility
- Lake Technical College Institute of Public Safety Additions
- City of Clermont Fire Station #2

INDIVIDUAL'S EXPERIENCE

- School District of Osceola County Center for Employee Health
- Brevard County Public Works Dept:
 - Melbourne Beach Library Exterior Repairs
 - Viera Permitting Department Renos
 - Merritt Island Service Complex Stormwater Drainage
 - Cocoa Library Repairs
- City of Cocoa Public Works Training Facility
- Rollins College/Winter Park MLK Jr. Park Restrooms
- Brevard County Schools:
 - West Melbourne School for Science
 - Viera Elementary School
 - Viera Middle School
 - Cocoa Jr/Sr High School



Kevin Bradford

PRECONSTRUCTION TEAM LEADER

LOCATION

151 Southhall Lane, Suite 170
Maitland, FL 32751

YEARS OF EXPERIENCE

20 Years

EDUCATION & CERTIFICATIONS

- Bachelor of Science in Civil Engineering, University of Central Florida
- CPR & First Aid Certification
- OSHA 30 Hour Safety Certification

EXPERTISE

Design Review
Budget Estimating
Value Engineering
Life Cycle Cost Analysis
Construction Scheduling
Quality Control
Constructability Analysis
Project Closeout



QUALIFICATIONS

Kevin K. Bradford is a seasoned Preconstruction Professional with over 20 years of experience managing multimillion-dollar projects across commercial, educational, assisted living, and recreational sectors. Kevin successfully leads the estimating team through design development, budgeting, and GMP procurement. Known for building strong client relationships and delivering cost-effective solutions, Kevin plays a key role in aligning design, budget, and schedule to ensure successful project outcomes.

PROJECT EXPERIENCE

- City of Fruitland Park New Public Safety Facility
- Alachua County Fire Rescue 4 Fire Stations
- Lake Technical College Institute of Public Safety Additions
- City of Clermont Fire Station #2

INDIVIDUAL'S EXPERIENCE

- Brevard Public Schools
 - Viera Elementary School
 - Cocoa Jr/Sr High School Addition
 - Cocoa Jr/Sr High School Facility Renewal
 - Rockledge High School Facility Renewal
- Orange County School District
 - OTC East Campus
 - Culinary Lab*
 - Piedmont Lake Middle School
 - Winter Park High School
- Seminole County School District
 - Lawton Elementary School Building Addition
- School District of Osceola County
 - Roan K8
 - Transportation



Don Kellogg

PROJECT OPERATIONS TEAM LEADER

LOCATION

3911 W Newberry Road
Gainesville, FL 32607

YEARS OF EXPERIENCE

22 Years

EDUCATION & CERTIFICATIONS

- Bachelor of Science in Building Construction, UF
- FL Certified General Contractor License #CGC1517397
- OSHA 30 Hour Safety Certification
- LEED Accredited Professional BD+C
- USGBC
- Green Globes Professional
- Asbestos Awareness Class IV Training
- CPR & First Aid Certification

EXPERTISE

Options Analysis
Design Review
Budget Estimating
Value Engineering
Life Cycle Cost Analysis
Construction Scheduling
Quality Control
Constructability Analysis
Cost Control
Change Order Negotiation
Claims Management
Project Closeout
Transition Planning



QUALIFICATIONS

Don has 22 years of wide and varied CM experience, and has extensive experience delivering educational facilities. He has managed many complex projects for the School Board of Alachua County, the University of Florida and Santa Fe College. Don is responsible for overseeing all projects from inception to post-occupancy. He is detail oriented and a collaborative team player astutely focused on budget and schedule at all times.

PROJECT EXPERIENCE

- Alachua County Fire Rescue 4 Fire Stations
- City of Fruitland Park New Public Safety Facility
- City of Tavares New Public Works Operations Center
- City of Wildwood New Public Works Facility
- City of Brooksville New Public Works Facility
- Lake Technical College Institute of Public Safety Additions
- City of Clermont Fire Station #2
- Clay County New Economic Development Building
- City of Newberry New City Hall
- City of Groveland New Elese Tomlin Community Empowerment Center
- Alachua County District 8 Medical Examiner's Office Renovations
- Clay County Health Department Office Renovations
- Santa Fe College Police Station Renovation and Expansion



Aaron Rogers

FIELD OPERATIONS TEAM LEADER

LOCATION

3911 W Newberry Road
Gainesville, FL 32607

YEARS OF EXPERIENCE

28 Years

EDUCATION & CERTIFICATIONS

- Construction Training Courses, Santa Fe College
- FL Certified General Contractor #CGC1534863
- OSHA 30 Certification
- CPR and First Aid Certification
- Excavation and Trenching Safety Certification

EXPERTISE

Safety
Construction Scheduling
Quality Control
Constructability Analysis
Cost Control
Change Order Negotiation
Claims Management
Project Closeout
Transition Planning
Security Systems



QUALIFICATIONS

Aaron Rogers is responsible for overseeing field operations, including communicating with Superintendents daily to ensure quality construction and schedule adherence. Aaron has delivered over \$500M worth of construction projects over the past 28 years. During preconstruction, Aaron works with the team performing constructability reviews, site logistics planning, and scheduling. During construction, he is the second set of eyes to the Superintendent, and routinely visits the job to ensure safety, quality, and schedule adherence. Aaron is a seasoned veteran of the industry and is well respected by the local trade contractor community as being an excellent communicator that is fair, mindful, and direct.

PROJECT EXPERIENCE

- Alachua County Fire Rescue 4 Fire Stations
- City of Fruitland Park New Public Safety Facility
- City of Tavares New Public Works Operations Center
- City of Wildwood New Public Works Facility
- City of Brooksville New Public Works Facility
- Lake Technical College Institute of Public Safety Additions
- City of Clermont Fire Station #2
- Clay County New Economic Development Building
- City of Newberry New City Hall
- City of Groveland New Elsie Tomlin Community Empowerment Center
- Alachua County District 8 Medical Examiner's Office Renovations
- Clay County Health Department Office Renovations
- Santa Fe College Police Station Renovation and Expansion



Chris Lewis

SENIOR PROJECT MANAGER

LOCATION

151 Southhall Lane, Suite 170
Maitland, FL 32751

YEARS OF EXPERIENCE

17 Years

EDUCATION & CERTIFICATIONS

- Bachelors of Construction Management, Everglades University
- FL Certified Building Contractor #CBC1261411
- OSHA 30 Certification
- FMI Project Manager Academy
- VCARD Board of Directors
- ABC EIC Award

EXPERTISE

Options Analysis
Design Review
Value Engineering
Life Cycle Cost Analysis
Construction Scheduling
Quality Control
Constructability Analysis
Cost Control
Change Order Negotiation
Claims Management
Project Closeout
Transition Planning



QUALIFICATIONS

Chris Lewis provides a wealth of experience and knowledge in both Preconstruction and Project Management. A native to Central Florida, Chris has managed and successfully delivered numerous multi-million dollar Construction Management projects for various school boards and municipalities throughout Central Florida. From project estimating to construction and beyond, Chris excels in all aspects of delivering the client's vision both on time and on budget.

INDIVIDUAL'S EXPERIENCE

- City of Clermont Fire Station #2
- Volusia County S. James Foxman Courthouse
- Lake County Fire Station Wind Mitigation

INDIVIDUAL'S EXPERIENCE

- Volusia County Fire Station No 15
- City of Edgewater Public Works Facility
- City of Port Orange Field Services Building
- City of DeBary Fire Station No 39
- City of Daytona Beach Fire Station #1
- City of Deland Utilities Admin Building
- Volusia County Medical Exam Office



Erik McDonald

SENIOR FIELD MANAGER

LOCATION

151 Southhall Lane, Suite 170
Maitland, FL 32751

YEARS OF EXPERIENCE

14 Years

EDUCATION & CERTIFICATIONS

- Bachelors in Business Administration & Criminal Justice, UCF
- OSHA 30-Hour Safety Certification
- CPR & First Aid Certification

EXPERTISE

Safety
Construction Scheduling
Quality Control
Constructability Analysis
Cost Control
Change Order Negotiation
Claims Management
Project Closeout
Transition Planning
Security Systems



QUALIFICATIONS

Erik has over 14 years of industry experience and is a University of Central Florida alum. Erik is routinely acknowledged for his skill in becoming an integrated partner who works attentively with architects, engineers, and clients throughout the construction process to ensure continuity from preconstruction through warranty. He is dedicated to the goals of every project and operates with full transparency. His experience delivering all types of structures, systems, and finishes, has fostered an exceptional level of trust with industry professionals throughout the region.

PROJECT EXPERIENCE

- Fruitland Park Public Safety Facility
- City of Tavares Public Works Operations Center

INDIVIDUAL'S EXPERIENCE

- Blue Horizon Pharmaceutical Office Build Out
- KPMG Training Facility
- KPMG Learning Development and Innovation Center
- USTA Training Facility
- Multiple Data Centers (Confidential Client)



Jessica MacLaren

PROJECT ADMINISTRATOR/ACCOUNTANT

LOCATION

3911 W Newberry Road
Gainesville, FL 32607

YEARS OF EXPERIENCE

20 Years

EDUCATION & CERTIFICATIONS

- Bachelor of Science in Accounting, UF 2003
- Construction Financial Management Association Certification
- CPR & First Aid Certification

EXPERTISE

ODP Reconciliation
Audit Compliance
Pay Applications
COIs
Release of Liens
Cost Control
Change Order Negotiation
Claims Management
Project Closeout



QUALIFICATIONS

Jessica is a detail-oriented and cost-conscious accounting professional with 20 years of experience. Her daily priorities include the accurate and timely reporting of job cost, client, trade contractor, and vendor requisition management, management of lien waivers and notice to owners, and trade contractor insurance verification. Jessica is also responsible for managing and reconciling the Owner Direct Purchase (ODP) of material and equipment for tax savings.

PROJECT EXPERIENCE

- Alachua County Fire Rescue 4 Fire Stations
- City of Fruitland Park New Public Safety Facility
- City of Tavares New Public Works Operations Center
- City of Wildwood New Public Works Facility
- City of Brooksville New Public Works Facility
- Lake Technical College Institute of Public Safety Additions
- City of Clermont New Fire Station #2
- Clay County New Economic Development Building
- City of Newberry New City Hall
- City of Groveland New Elese Tomlin Community Empowerment Center
- Alachua County District 8 Medical Examiner's Office Renovations
- Clay County Health Department Office Renovations
- Santa Fe College Police Station Renovation and Expansion



Commitment to Meet Time & Budget Requirements

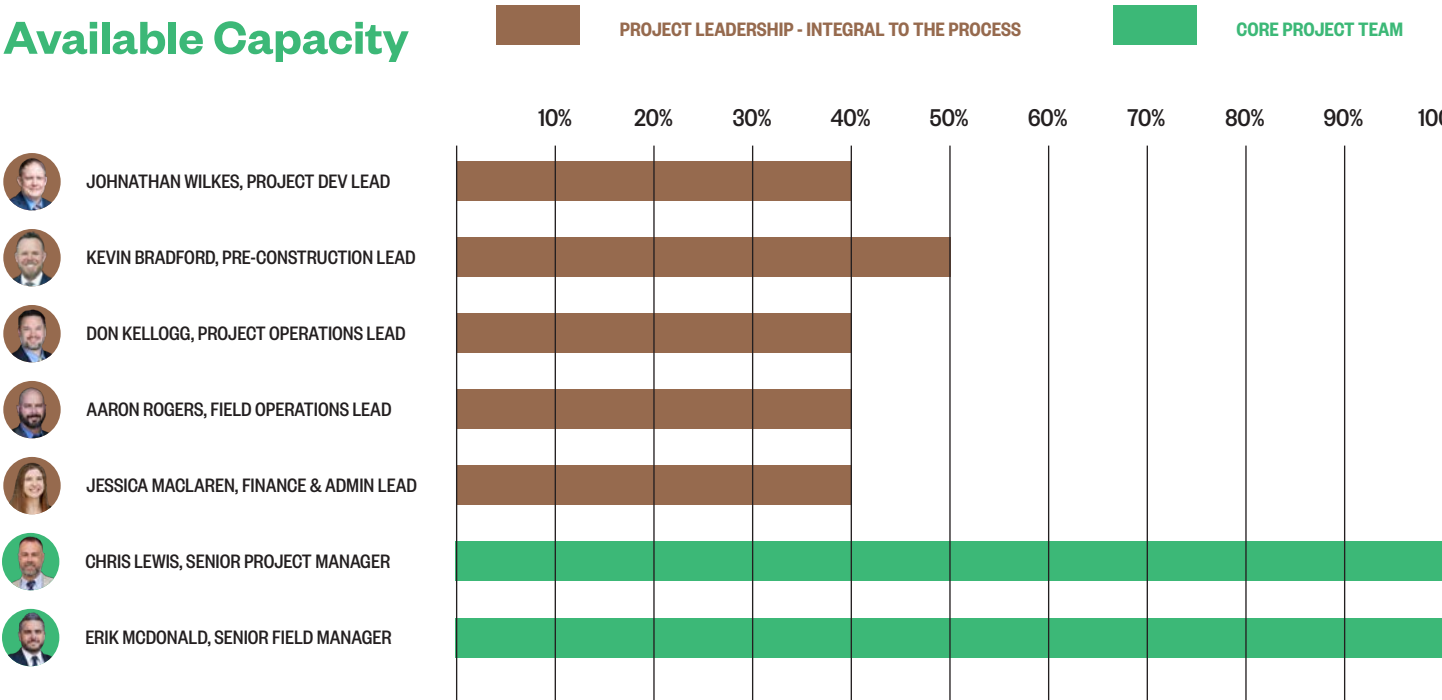
At Scorpio, we know the success of a project depends on a committed and available team. For the City of Ocoee Fire Station #38, we have assembled professionals ready to provide the time, resources, and expertise needed to meet the project’s goals.

The new 7,500-square-foot Fire Station carries an estimated construction budget of \$4.5 million, with construction anticipated to begin in spring 2026.

Every project is defined by two fixed resources: time and money. Our responsibility is to hold the team accountable for meeting schedule and budget goals through proactive planning, open communication, and collaboration.

As you can see from our highlighted projects, we have shown the ability to successfully manage similar projects with similar budget and come in at or below targeted client budgets. We believe we can work closely with the City of Ocoee and JL2 Architecture to deliver this project on time and on budget.

Team members have been assigned so their availability aligns with project needs. While all remain engaged throughout, certain members will play a larger role during the Preconstruction and Construction phases, as shown in the chart below.





Tab 3

Project Approach & Understanding



Know the Job

UNDERSTANDING YOUR PROJECT

We understand that the City of Ocoee is seeking the construction of a new, approximately 7,500-square-foot, three-bay fire station to serve as a secure, 24-hour operational facility. The project will include associated site improvements designed to support both public and staff use, with appropriate accommodations for parking, circulation, and access.

The facility will be designed and constructed in full compliance with all applicable codes and standards, including the Florida Building Code (FBC), National Fire Protection Association (NFPA) requirements, National Electric Code (NEC), FBC Accessibility Code, and the City of Ocoee's land development code. These requirements will guide the development of a safe, resilient, and code-compliant structure that supports the mission of the fire department and the community it serves.

As a critical piece of public safety infrastructure, the fire station will be developed with long-term growth and adaptability in mind. The design and layout will anticipate future operational and staffing needs, ensuring the facility remains functional and effective as the community expands.

PRE-CONSTRUCTION PHASES

The primary objectives of Preconstruction Services are to mitigate risks, confirm accurate budgets, establish realistic schedules, and ensure all stakeholders are heard. Scorpio's first priority is listening to and understanding the goals of every team member. This allows us to identify solutions, provide reliable cost and schedule data, and deliver a project that meets the City of Ocoee's needs and exceeds expectations. Our process follows three phases:

Phase 1

Project evaluation begins with a budget estimate and preliminary schedule based on site use, building systems, and schematic design. Early engagement with trade partners helps generate interest and valuable feedback. Equally critical is our coordination with local agencies and authorities having jurisdiction. Our relationships and experience bring valuable assistance to identifying and meeting these requirements.

Phase 2

The team engages in value analysis to align budget, design, and construction criteria. We evaluate site conditions, system specifications, constructability, and life cycle considerations, while consulting with trade partners on material and labor availability. All cost-saving alternatives are presented with detailed budgets and potential schedule impacts.

Phase 3

In this phase, we establish the Guaranteed Maximum Price (GMP). Once design decisions are incorporated, Scorpio provides a detailed project schedule and GMP analysis. Subcontractors are competitively procured to maximize value for the County.

DEVELOPING COST ESTIMATES

Cost estimating begins early and involves our preconstruction managers, project manager, field manager, and trade partners working with the design team, stakeholders, and end users. We perform document and constructability reviews, site surveys, and milestone scheduling, which inform a detailed, quantifiable estimate.

Our three-pronged approach uses historical cost data, current market trends, and direct trade feedback. Often our early estimates contain more detail than the corresponding design documents. By engaging subcontractors early, we capture real-time pricing and availability, which improves accuracy and reduces surprises later. Estimates are refined as the design evolves, ensuring ongoing cost control. We also use BIM modeling to quantify work in real time, integrating cost analysis with design decisions to balance function, durability, and budget. This proactive approach creates a clear financial roadmap, giving stakeholders confidence that decisions are backed by reliable data.

UPDATING THE ESTIMATE

At each milestone, we provide updated estimates with logs of notable changes, Cost Event Logs to manage decisions, and Variance Reports to track shifts in scope. This clear, accessible data helps the County make timely and confident decisions.



VALUE ANALYSIS

Value analysis is a structured process to achieve the best value without sacrificing quality. Drawing on the expertise of staff, designers, engineers, and subcontractors, we analyze functional requirements and explore alternatives to reduce cost while maintaining performance.

LIFE CYCLE ANALYSIS

Life cycle analysis complements value analysis by considering long-term costs of products and systems. While some materials may cost less upfront, they often lead to higher maintenance or replacement expenses. Evaluating long-term performance, especially for energy-efficient systems, helps identify solutions that reduce operating costs and deliver lasting value.

EXISTING CONDITIONS

We begin by carefully assessing existing site and infrastructure conditions. Our experience enables us to recognize potential challenges early and apply solutions that protect the budget and schedule.

CONSTRUCTABILITY REVIEW

Constructability Reviews analyze the project from overall strategy down to the smallest detail. Site constraints, system coordination, and material



availability are explored to determine how to build safer, faster, and more cost effectively. The review directly informs the project schedule and validates budget and quality goals.

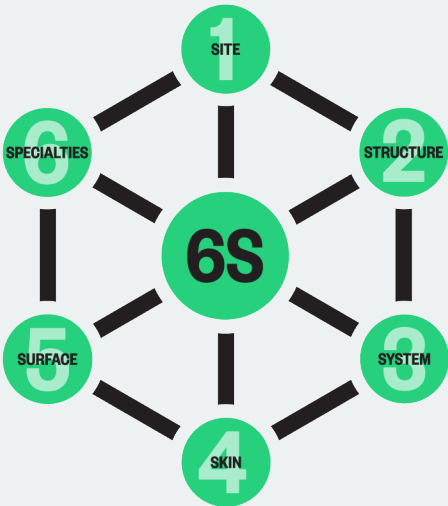
DOCUMENT REVIEW

Document Reviews identify errors, omissions, and conflicts before they reach the field, reducing costly changes. Multiple members of the Scorpio team review design documents to ensure clarity, accuracy, and coordination. Our collaborative approach also strengthens alignment with the City of Ocoee’s goals, helping to ensure the finished facility meets both technical and community expectations. This results in better bidding, smoother administration, and fewer surprises during construction.

INNOVATION EXAMPLE

Scorpio’s 6S Process

Scorpio uses a specialized delivery method called the 6S Process. Each team member is assigned to one of six categories—Site, Structure, Systems, Skin, Surfaces, and Specialties—led by a Captain and supported by Division Experts. Working directly with subcontractors and suppliers, they track market conditions, strengthen relationships, and deliver accurate numbers while ensuring each scope is fully understood and coordinated. At every design milestone, we provide updated estimates with Cost Event Logs and Variance Reports, giving the City clear, reliable data to make timely and confident decisions.





Manage the Risk

The ability of every stakeholder to have up-to-date access to information is paramount. Our team will administer this project with a commitment to continuity, record-keeping, and reporting. We utilize Procore, an industry-leading cloud-based project management software accessible to all parties, and strict adherence to mandatory company procedures to ensure seamless and accurate communication and sharing of information.

MONTHLY REPORTING

Construction in the technology age is a fast-moving process that provides a seemingly endless number of ways to deliver information. Procore, with readily available access for all stakeholders, provides information about a project at your fingertips at a moment's notice. Sometimes owners require a more traditional report each month to track the progress of the job in a format that can be shared with project stakeholders. Therefore, Scorpio also provides a customizable report that contains all the predetermined information in a single source format.

Documents such as Requests for Information (RFI) and submittal logs printed from the project management software, along with schedule updates, financial status

and pictures can provide a quick snapshot of the project you can hold in your hand or view on a screen. We will adjust these reports to meet the specific needs of the Osceola County project team.

COST MANAGEMENT

Nothing can cause more conflict or disruption to a project than the mismanagement of budgets. Established early in pre-construction, budgets will be determined based on a project's goals and will create a framework for all decision-making. We will work closely with the City of Ocoee to ensure accurate information is used to maintain the budget.

Our team ensures that well-documented scopes of work, established standards of quality, and approved schedules will deliver each project with little to no cost adjustments. Once the final budget is established and construction begins, our operations team will lead in delivering the final vision. Subcontractor pay applications, insurance, lien waivers, and change requests are continually reviewed for accuracy before releasing funds. Costs will be monitored continuously for actual versus projections. Scorpio's diligence and commitment to creating a true partnership are why we consistently deliver projects on or below budget.

INNOVATION EXAMPLE

Tools of the Trade

Procore is secure, simple to navigate, and provides instant access to project data from any computer or mobile device. The number of users is limitless, allowing us to collaborate in real time with each design team member, the City of Ocoee staff, subcontractors, and any others requiring access. This tool is essential in maintaining organization, maximizing efficiency, and ensuring project documents are updated and readily available. As with every aspect of project management, our goal is to keep the entire experience centered on Fire Station #38. Therefore, we are dedicated to making the management and sharing of information as user-friendly as possible.





Scorpio’s preconstruction and construction cost control measures are utilized on every project. The team focuses on opportunities to maximize value by identifying cost-saving strategies without impacting quality standards. Constant cost validation is used to achieve budget mandates. Our detailed, line-item cost estimates developed early in the design are routinely validated throughout construction. The careful selection and monitoring of subcontractors and thorough review of pay applications, scopes of work, and schedules ensure the delivery of every project at or under budget.

SCHEDULE OF VALUES AND WORKFLOW

Throughout construction, team members from Scorpio monitor the project for adherence to the Schedule of Values and Workflow. Each Project and Field Manager ensures that “we bill the job as we build the job.” Vigilance in this area safeguards the budget and creates an early detection of potential issues related to performance and schedule.

MONTHLY PAY APP REVIEWS

To ensure that the work being billed matches the work that has been put into place, our team conducts thorough Pay Application Reviews. This helps to eliminate potential conflict later in the process and ensures that the owner has received exactly what is being paid for.

CHANGE ORDER MANAGEMENT

Added or reduced scopes of work will occur during the construction of any project. We manage the process and complete an internal review to validate a subcontractor’s proposal for accuracy. This provides the client with a level of comfort and clarity, knowing that changes presented are being scrutinized at the same level as the original documents and opportunities for cost savings are being captured.

MANAGE SCOPE CREEP & COMPLIANCE

Our team works to limit or prevent scope creep on every project. It is our responsibility to ensure the intent of the project, as well as all site conditions, are identified thoroughly at the onset of the project. Our team is experienced and routinely trained to identify areas that may lead to scope creep and bring them to the attention of the owners and the design team.

While some scope changes may be necessary for the success of the project, uncontrolled scope creep can result in delays and cost overruns. This team is dedicated to ensuring that does not occur.

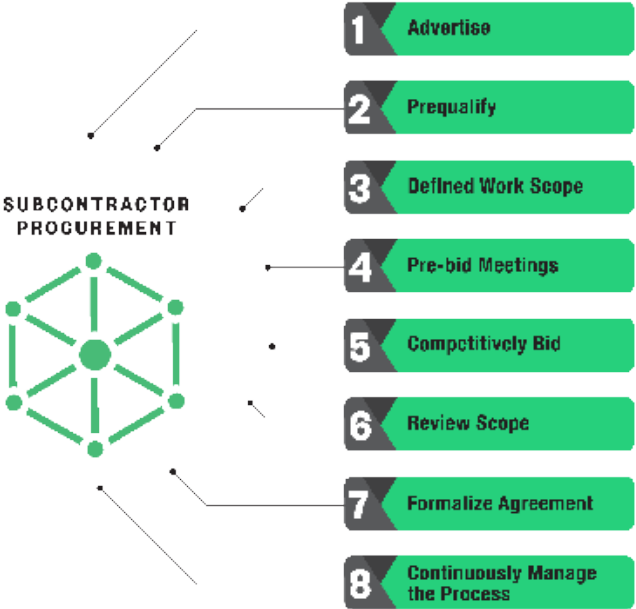
COMPETITIVE BIDDING FOR SUBCONTRACTS

Keep It Local

We offer an unsurpassed depth of knowledge on the capabilities of craft professionals, both small and large, working in Central Florida and the surrounding areas. In addition to our firm’s extensive database of over 3,000 active subcontractors and vendors, each team member has personal relationships from working on previous projects in the area. Our commitment to the County will be to maximize the participation of small and local businesses in each project.

Guaranteed Payment

A key to Scorpio’s success in the industry is our commitment to payment on the 10th of the month. Regardless of whether we have been paid, Scorpio guarantees payment to our subcontractors for the work they have performed. This gives our firm a significant advantage when recruiting subcontractors and soliciting competitive pricing. The best subcontractors prefer to work with Scorpio knowing their payment is secure. They give us the lowest bids on bid day and focus on Scorpio projects when their resources may be strained.





Deliver on the Plan

SAFETY FIRST

Safety is the number one priority on all our projects. Our safety program protects construction workers, the public, employees, visitors, and the site by assessing three key components: circulation, separation, and isolation. This assessment establishes the Project-Specific Safety Plan.

Circulation is the movement around a construction site, addressed using signage, road crews, and roadblocks. Separation keeps the public away from construction using fencing, barricades, and partitions. Isolation applies when tying into an existing building system or utility that must be contained to avoid affecting the system or activity it supports. Each is essential to achieving safety.

ACHIEVING EXCELLENCE

Oversight

The whole team shares responsibility for safety oversight, but the Field Manager manages the site day to day. Together we identify hazards and create a Project-Specific Safety Plan that ensures proper circulation, separation, and isolation. The plan also addresses noise, dust, traffic flow, and timed deliveries.

Education

Field Managers maintain OSHA certifications and keep stakeholders informed. Workers complete a pre-job orientation, marked by a hard-hat sticker. “Safety Talks” and “Toolbox Meetings” occur each morning to cover general and task-specific safety measures.

Enforcement

All workers must follow OSHA and Scorpio Safety Standards. Safety violations can result in immediate removal from the site, with re-entry only after re-completing orientation.

SCHEDULE

Schedules are continually compared to actual progress, allowing early identification of deviations and timely adjustments. The Field Manager owns the schedule once construction begins, issuing regular updates that are reviewed with the Project Manager to ensure details align with overall goals.





PERFORMANCE

Ongoing updates keep the plan realistic. Schedules are reviewed in weekly meetings and shared with subcontractors through two-week look-aheads. If delays arise, the team recovers lost time by resequencing, adjusting durations, extending workdays, or adding crews.

Weather is always a factor in Central Florida. Local project leaders, guided by Field Operations Team Leader Aaron Rogers, plan activity durations with the seasons in mind. Critical weather-sensitive tasks, like foundations, receive additional time if scheduled during rainy months.

Plans must remain flexible. Unforeseen events, from supplier shutdowns to storms affecting out-of-state plants, can impact progress. Scorpio's experienced professionals anticipate and adjust for these obstacles.

QUALITY CONTROL

Quality Control starts in preconstruction by ensuring documents are complete and coordinated. Our rigorous management process supports all phases of project delivery, holding both our team and subcontractors to the highest standards.

Accountability is Key

Quality is every team member's responsibility, measured in performance reviews. Our program outlines procedures including inspections, testing, documentation, remedial work, and warranty protocols. The team regularly collaborates to refine and improve the process.

From Beginning to End

Clear communication with subcontractors and vendors is central to quality. We use milestone reviews, external peer reviews when needed, and ongoing training. Close collaboration with architects and engineers ensures value in scope, budget, quality, and schedule.

Submittal and Shop Drawing Reviews

Once construction documents are finalized, work is competitively bid. Project Managers oversee subcontractors with detailed reviews of submittals and shop drawings, resolving inconsistencies with the design team when needed.



Pre-Installation Meetings and Mockups

Pre-Installation Meetings confirm work is ready for installation. Mockups verify quality, appearance, and installation methods, creating a standard for the rest of the work.

Maintaining High Standards

Field Managers conduct daily inspections to ensure quality, documenting deficiencies for immediate correction. They also walk the site with the Osceola County team for real-time transparency. Critical scopes use mockups as benchmarks. Weekly meetings and published minutes keep all stakeholders aligned until project completion.

Routine Inspections

Quality Control Manager Rick Buxton oversees the overall program, reviewing documentation and inspection reports while addressing client concerns. He also conducts site visits to confirm corrective actions are implemented and that work consistently meets established standards.



Quality Control Measures

- Document Review
- Constructability Review
- Systems Analysis
- Moisture Mitigation Analysis
- Site Planning & Site Logistics
- Submittal & Shop Drawings Reviews
- Pre-Installation Meetings
- Mock-ups
- Daily Inspections
- Formal Documentation
- Warranties & Guarantees

POST OCCUPANCY

Our commitment extends beyond turnover. We ensure clients are comfortable in their new space, understand systems, and know we're available for support. Training sessions and recorded resources help staff operate and maintain building systems.

Warranty claims are simple: clients contact us directly, and a Warranty Claim Ticket is opened. Requests are assigned and acted upon within 24 hours (sooner if urgent), and clients receive documentation of the resolution.

Warranty and Service Support

All warranties begin at turnover and last one year. Clients notify us of issues with details for coordination. Our close-out package includes:

- Contractor Warranty
- Subcontractor Warranties
- Material Supplier Guarantees
- Inspections
- Test Reports
- Operation and Maintenance (O&M) Manuals
- Owner Training
- As-Built Drawings
- Approved Submittals
- Keys



We are **always available** to take your calls, answer questions, and help. This is the level of service a true **community partner** offers and that **Scorpio** has built its reputation on.





Tab 4

Current & Projected Workload of CMAR



Current & Near Future Workload

PROJECT	ORIGINAL CONTRACT	CURRENT CONTRACT	REMAINING	EST. COMPLETION
Lake County Admin Building Window Replacement	\$510,007	\$544,007	\$255,683	1/2026
City of Fruitland Park Public Safety Facility	\$10,542,507	\$9,827,722	\$6,781,128	11/2025
Lake Technical College Lincoln Park Gym Remodel	\$3,549,287	\$3,481,397	\$313,326	2/2026
Volusia County Schools Forest Lake Elementary School Parent Loop Extension	\$1,461,007	\$1,461,007	\$1,358,737	9/2025
TOTAL	\$48,062,808	\$47,314,133	\$40,708,874	

Personnel Current & Projected Workloads

Current Workload

- Lake County Admin Bldg
- Fruitland Park Public Safety
- Lake Tech Lincoln Park
- VCS Forest Lake ES
- Fire Station #38

Involvement of Proposed Personnel



										✓	✓	✓	✓	✓		
										✓	✓	✓	✓	✓		✓
										✓	✓	✓	✓	✓		
										✓	✓	✓	✓	✓		

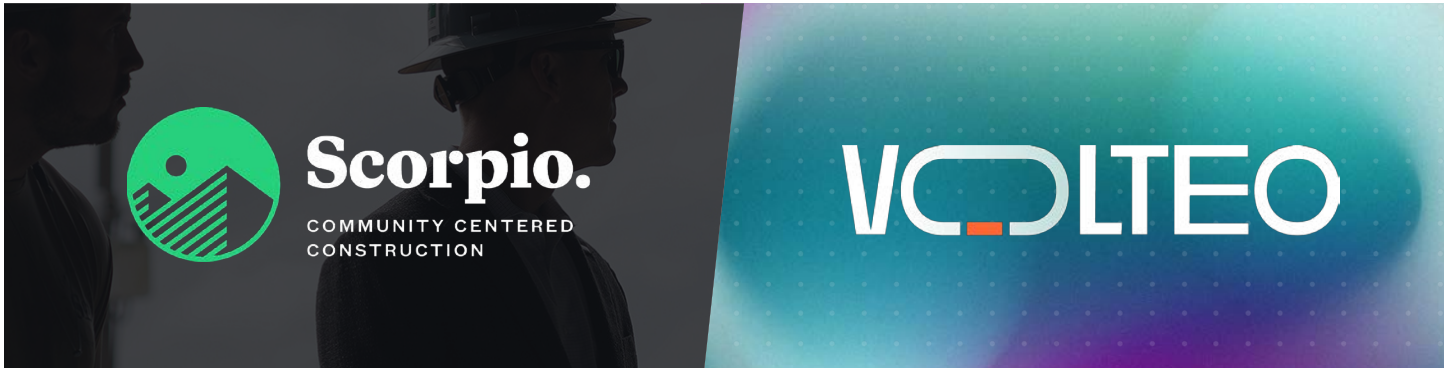
8/2025 1/2026 1/2027





Tab 5

Certified Minority Business Enterprise



Scorpio & Volteo

Scorpio's partnership with Volteo, a certified Minority/Women Business Enterprise, will allow us to leverage our Central Florida connections to address vendor and supplier diversity as a lead initiative. Volteo has worked throughout Central Florida, successfully procuring, awarding, and completing projects with Minority and Women Business Enterprise (MWBE) owned businesses. Volteo is embed in the Project Team, not as a passive participant, but as a decision-makers and operations across PM functions. Rather than a siloed MWBE partner, Volteo is embedded with Scorpio in the day-to-day operations of the project. From participating in internal coordination calls to facilitating owner meetings, Volteo's voice is present, valued, and accountable at every step.

For the Kissimmee Lakeside Fire Station & Durbin Park Community Center project, we will partner with Krystle Goodridge, DaLila Goodridge and their firm Volteo as part of our team. Krystle will work alongside our team to ensure we are engaging as many small and diverse businesses as possible on this project.

Our team understands the value a diverse workforce brings to the betterment of communities. The tone for Scorpio's vendor diversity policies and goals are established at the top by Domenic Scorpio and executed at every company level, from our paper supplier to our steel providers. Scorpio is committed to partnering with Volteo in their pursuit of growth and to qualify as a Prime contractor within the next five years. Our partnership extends beyond the City of Kissimmee, and we are committed to working together even on projects where minority participation is not required.

Krystle Goodridge

Volteo CEO
& Founder



DaLila Goodridge

Volteo Principal
& Founder



Scorpio and Volteo are committed to achieving a minimum of 30% MWBE participation in all of our projects. In order to successfully achieve and exceed this goal, we utilize several strategies to generate interest and attract diverse companies to our projects.

Some of these strategies include:

- Partnering with smaller diverse CM firms
- Using the State of Florida's Office of Supplier Diversity
- Working with various City and County Small Businesses and Vendor Diversity Offices
- Participating in Mentor Protégé Programs
- Creating Matchmaker Events, Technical Assistance Workshops, and Information Sessions



To engage, attract, and employ a diverse pool of trade partners and vendors, we will create and execute a specific plan to maximize MWBE. The following are just a few strategies that have proven successful on past projects:

1. Participation in local outreach programs at the city, county, and regional levels to attract Small, Minority, Disadvantaged, Veteran, and Woman-owned businesses
2. Partnering with supplier diversity organizations and their members – attending events and chapter meetings, which, in the past, has led to many introductions to skilled minority trades.
3. Attending supplier diversity trade shows and conferences.
4. Participating on panels at technical assistance workshops to assist businesses with bidding opportunities, networking, presentation, and other industry-specific processes

The team will also assist small and diverse business enterprises during the construction, closeout, and warranty phase of any given project by:

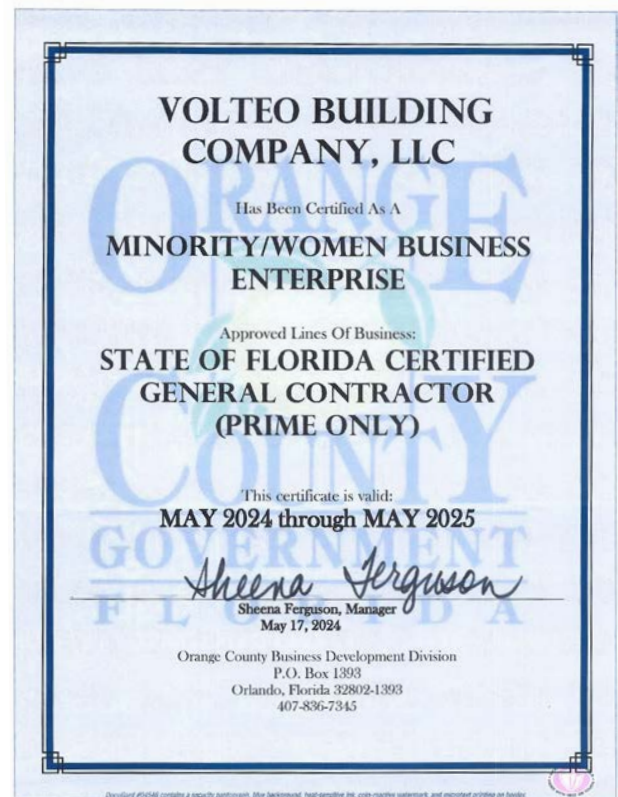
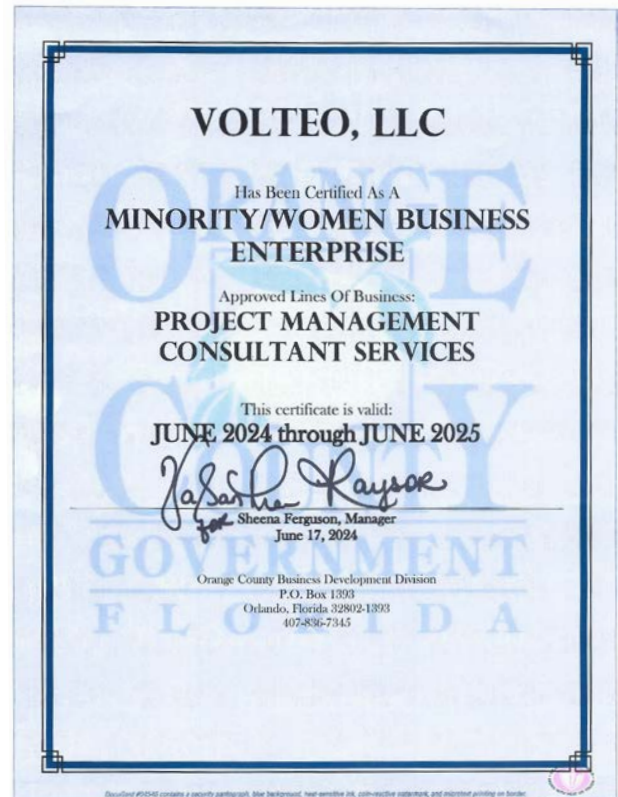
- Providing flexible insurance limit requirements
- Helping to ensure that all safety and administration requirements are met
- Providing joint checks to material suppliers
- Providing fast and flexible payment options
- Providing fast project closeout and release of retainage
- Providing references for future clients and projects
- Guaranteed payment on the 10th of every month

The combined efforts between Scorpio and Volteo will undoubtedly advance the participation of a diverse workforce during the construction management of Kissimmee Lakeside Fire Station & Durbin Park Community Center Project.

Proven Partnership

Scorpio & Volteo are currently collaborating on other public project in Kissimmee serving the School District of Osceola County, FL. Our collaboration on the SDOC projects has been more than a teaming agreement. It is a prime example of how our team structure creates meaningful participation, not just at kickoff, but through project completion.

Scorpio's partnership with Volteo is built on trust, aligned values, and a commitment to delivering quality outcomes with meaningful participation. Our joint efforts on the School District of Osceola County (SDOC) projects reflect a dynamic teaming model where minority participation is not symbolic but embedded into the DNA of how we work together. This is the foundation we bring into our next chapter with the City of Kissimmee.





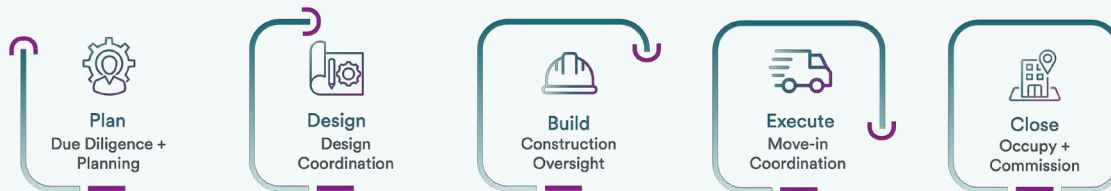
About Volteo

VOLTEO

OUR APPROACH

CONCEPT-TO-COMPLETION

Volteo delivers a fully integrated, end-to-end solution that covers every stage of your project, from site selection and construction management to design consulting, move management, and final close-out. Acting as your independent advocate, our team is committed to negotiating costs, mitigating risks, accelerating timelines, and optimizing schedules to meet your needs. We manage your project's budget, schedule, and scope with the same care as if it were our own, safeguarding your interests throughout every phase of the project or across your portfolio.



WHAT WE DO

COMPREHENSIVE SERVICES



Project Management

Whether executing a series of projects, such as a building program across a campus or multiple locations, or a single one-off project, we provide comprehensive oversight.



Owner's Representation

Acting as your advocate, we immerse ourselves in your vision, ensuring every aspect of the project reflects your best interests.



General Contracting

Our team of experienced construction managers specialize in executing new construction, renovations and adaptive reuse projects.



Design Build

By integrating design and construction under one contract, we ensure seamless communication, faster project delivery, and cost-effective solutions.



Division 10 Specialties

Providing top-tier division 10 specialties installations in Orlando and Central Florida, offering restroom accessories, wall protection, fire protection specialties, and more.



Tab 6

Forms



September 26, 2025

City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

**RE: Request for Qualifications – RFQ #25-009
Construction Manager at Risk (CMAR) for the New Ocoee Fire Station #38 Facility
D.E. Scorpio Corporation
Letter of Bondability**

To Whom It May Concern:

It is the privilege of Hatcher Insurance and Swiss Re Corporate Solutions America Insurance Corporation to provide surety credit to D.E. Scorpio Corporation, with single project limits of \$100,000,000 and an aggregate uncompleted backlog of \$200,000,000. D.E. Scorpio Corporation has an impressive construction “track record”, an impeccable reputation, and are generally regarded as being one of the finest construction firms in the State of Florida. Swiss Re Corporate Solutions America Insurance Corporation has an “A+” (Superior) Rating, a financial size category of XV (\$2 billion or greater) by AM Best and has a US Treasury Limit of \$113,786,000.

If D.E. Scorpio Corporation is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds compliance with Florida Statute 255.05, on the City’s forms provided in the RFQ, in an amount in excess of the estimated budget, subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between D.E. Scorpio, and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact our office.

Sincerely,

William J. Palmer
Attorney-in-Fact
Florida Resident Agent

**1411 Edgewater Drive, Suite 104 • P.O. Box 540689 • Orlando, FL 32854-0689
Phone (407) 841-2686 • Fax (407) 841-2688**

Commercial Insurance • Surety Bonds • Personal Insurance • Employee Benefits • PEO



DESCORP-01

DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2025

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 Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002 FAX (A/C, No): (352) 376-8393 E-MAIL ADDRESS: Certificates.FLA@HubInternational.com														
INSURED D. E. Scorpio Corporation 3911 Newberry Rd Gainesville, FL 32607	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B : Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER C : Bridgefield Employers Insurance Company</td><td>10701</td></tr><tr><td>INSURER D : Westchester Surplus Lines Insurance Co.</td><td>10172</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Insurance Company	35289	INSURER B : Valley Forge Insurance Company	20508	INSURER C : Bridgefield Employers Insurance Company	10701	INSURER D : Westchester Surplus Lines Insurance Co.	10172	INSURER E :		INSURER F :	
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INSURER D : Westchester Surplus Lines Insurance Co.	10172														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			7033952057	5/30/2025	5/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7033952043	5/30/2025	5/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7033952012	5/30/2025	5/30/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	830-52716	5/30/2025	5/30/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Poli/\$1M ea ctm			G73527521005	5/30/2025	5/30/2026	ded. \$1k/Aggreate 2,000,000
B	Inland Marine			7033952057	5/30/2025	5/30/2026	Lease/Rented 300,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Ocoee 150 N Lakeshore Drive Ocoee, FL 34761-2258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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**RFQ CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

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

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

- ☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

D.E. Scorpio Corporation, dba Scorpio

Firm Name

Signature

Erik W. Anderson

Name and Title (Print or Type)

9/30/2025

Date



CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is entered into by and between D.E. Scorpio Corporation dba Scorpio (hereinafter “Recipient”) and the City of Ocoee (hereinafter “City”).

RECITALS

WHEREAS, City needs to disseminate certain building plans, blueprints, specifications, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a water treatment facility (“design information”), in order for it to be designed and constructed pursuant to **RFQ #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility** (the Project); and

WHEREAS such design information is exempt from public records disclosure requirements of Florida Statutes Section 119.07(1) and s. 24(a), Art. I of the Florida State Constitution. This exemption provides that design information made exempt by law may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to a public building or water treatment facility; and that the entities or persons receiving such information shall maintain the exempt status; and

WHEREAS Recipient is willing to receive disclosure of the design information pursuant to the terms of this Agreement for the purpose of bidding on the project and/or performing design services.

NOW THEREFORE, for good and sufficient consideration Recipient agrees as follows:

1. The above Recitals are acknowledged by Recipient and are incorporated herein by reference.
2. Recipient agrees that it shall prevent and protect the design information, or any part thereof, from disclosure as a public record and shall not disclose the design information to any person or entity other than one having a need for disclosure in connection with Recipient's authorized use of the design information for the purposes of submitting a response to the bid solicitation.



3. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the design information, and to require all **entities or persons receiving the design information to maintain its exempt status** and to prevent the design information from being disclosed as a public record or coming into the possession of a person or entity that is not authorized.

4. Recipient agrees that all design information shall remain the property of City. All design information and all copies thereof shall be returned to City not later than thirty (30) days after the bid opening together with a list of all of the names and addresses of all entities or persons to which the design information has been disclosed; or, in the case of a designer, not later than thirty (30) days after the project is finally completed.

Dated this 30th day of September, 2025.

RECIPIENT

Signed: 

Print Name: Erik W. Anderson

Title: Vice President, Project Development

Company: D.E. Scorpio Corporation dba Scorpio

Address: 151 Southhall Lane, Suite 170

Maitland, FL 32751

Phone No: 407-495-2810

Date: 9/30/2025

**COMPANY INFORMATION/SIGNATURE SHEET RFQ #25-009**

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

D.E. Scorpio Corporation

COMPANY NAME

D.E. Scorpio Corporation

TELEPHONE (INCLUDE AREA CODE)

johnathan@scorpioco.com

E-MAIL ADDRESS


AUTHORIZED SIGNATURE (manual)

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

Erik W. Anderson, VP, Project Development

NAME/TITLE (print)

151 Southhall Lane, Suite 170

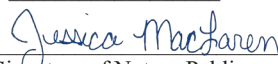
STREET ADDRESS

Maitland, FL 32751

CITY STATE ZIP

FEDERAL ID # **46-2621773**Individual ☒ Corporation ☐ Partnership ☐ Other (Specify) _____Sworn to and subscribed before me this **30th** day of **September**, 20**25**.Personally Known ☒ or

Produced Identification _____

(Type of Identification)Notary Public - State of **Florida**County of **Alachua**
Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public



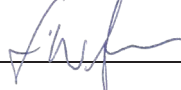
**DRUG-FREE WORKPLACE CERTIFICATION**

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Respondent: **D.E. Scorpio Corporation, dba Scorpio**

Signed: 

By: **Erik W. Anderson**
(Print or Type Name)

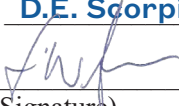
Title: **VP, Project Development**

Date: **9/30/2025**

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS**

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

Respondent: D.E. Scorpio Corporation, dba Scorpio

By: 
(Authorized Signature)

Printed Name and Title: Erik W. Anderson VP, Project Development

Date: 9/30/2025

**HUMAN TRAFFICKING AFFIDAVIT**

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

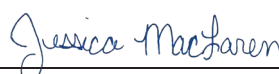
1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion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

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

By: 
Print Name: Erik W. Anderson
Print Title: VP, Project Development
Company Name: D.E. Scorpio Corporation, dba Scorpio

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30th day of September, 2025, by Erik W. Anderson, as VP, Project Development of D.E. Scorpio Corporation, who is ☒ personally known to me or ☐ produced _____ as identification.

(Seal) 
Public Notary Signature
Print Notary Name: Jessica MacLaren
My Commission Expires: July 31, 2028



**COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN**

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

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

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

Authorized Signature: 

Printed Name: **Erik W. Anderson**

Title: **VP, Project Development**

STATE OF **Florida**

COUNTY OF **Alachua**

The foregoing instrument was acknowledged ☐ by physical means / ☐ by electronic means before me this **30th** day of **September** 20**25** by _____, who ☒ is personally known to me / ☐ presented _____ as identification and who ☐ did / ☐ did not take an oath.

(Seal)


Public Notary Signature
Print Notary Name: **Jessica MacLaren**
My Commission Expires: **July 31, 2028**



RFQ #25-009 CMAR for the New Ocoee Fire Station #38 Facility

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CONTRACTOR'S E-VERIFY AFFIDAVIT

I hereby certify that **D.E. Scorpio Corporation**[insert company's name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

Print Name: **Erik W. Anderson**

Date: **9/30/2025**

STATE OF **Florida**

COUNTY OF **Alachua**

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this **9/30/2025** (date) by **Erik W. Anderson** (name of officer or agent, title of officer or agent) of **D.E. Scorpio Corp** (name of contractor company acknowledging), a **FL** (state or place of incorporation) corporation, on behalf of the corporation. He/she is **personally known** to me or has produced _____ (type of identification) as identification.

Public Notary Signature

Print Notary Name: **Jessica MacLaren**

My Commission Expires: _____

(Seal)





H. SUMMARY OF LITIGATION:

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

Scorpio, including its Qualifying Agent and Directors, does not have any pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the firm, any of its employees, subcontractors, or Sub Consultants intended for this project is, or has been involved within the last five (5) years.

I. ACKNOWLEDGEMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No. <u>1</u>	Dated: <u>9/12/25</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>9/24/25</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

J. EXCEPTIONS:

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

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

(Attach additional sheets if necessary)

**K. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:**

Respondent shall provide a minimum of three (3) separate references of current or previous contracts with a similar scope of services to the requested services of this RFQ, within the past three (3) years, preferably with a governmental agency. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size. For each previous contract. Respondent must provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary.

Name of Project: Alachua County Fire Station 21
Project Details: Fire Station 21 was part of a prototype approach for 4 new stations
reducing design fees and demonstrating fiscal responsibility
Start date: 12/2023 Completion date: 5/2025
Contract amount: \$5.5M
Awarding Agency: Alachua County Fire Rescue
Agency's Point of Contact: Name and Title: Harold Theus, Fire Chief
Phone number: 352-384-3132
Email address: hmt@alachuacounty.us

Name of Project: City of Fruitland Park New Public Safety Facility
Project Details: Two-story CMU building that will house law enforcement and the Fire
Department
Start date: \$9.2M Completion date: September 2025
Contract amount: \$5.5M
Awarding Agency: City of Fruitland Park
Agency's Point of Contact: Name and Title: Gary Lavenia, City Manager
Phone number: 352-360-6727
Email address: glavenia@fruitlandpark.org

Name of Project: City of Tavares Public Works Operations Center
Project Details: Regional workforce training and innovation center.
Start date: 4/2023 Completion date: 5/2024
Contract amount: \$19M
Awarding Agency: City of Tavares
Agency's Point of Contact: Name and Title: James Dillion, Public Works Director
Phone number: 352-742-6209
Email address: jdillion@tavares.org

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

Bank or other financial references:

John S. Roberts, Jr., Senior Vice President and Regional President, South State Bank
352-333-6556
jsroberts@southstatebank.com

(Attach additional sheets if necessary)

END OF INSTRUCTIONS

Thank You

We hope you find the information contained in this proposal aligns with your expectations for the New Ocoee Fire Station #38 Facility. We look forward to serving you.



Scorpio.

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

Note:

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

Date October 6 , 2025.

By:


Erik W. Anderson, VP Project Development

D.E. Scorpio Corporation dba Scorpio

(Title, Company)

Official Address (including Zip Code):

151 Southhall Lane, Suite 170

Maitland, FL 32751

From: [Chentouf, Alexis](#)
To: erik@scorpioco.com
Cc: [Hopper, Shannon](#); [Tolbert, Joyce](#)
Subject: City of Ocoee Request for Completed Non-Segregated Facilities Form – RFQ 25-009 CMAR FS #38 Facility
Date: Monday, October 6, 2025 8:38:07 AM
Attachments: [image001.png](#)

Hi Erik,

Upon the City of Ocoee's review of the submission materials for **RFQ 25-009 CMAR FS #38 Facility**, it appears the **Non-Segregated Facilities Form** has not been received. Could you please provide the completed form?

Please let me know if you need a blank copy of the form resent or have any questions.

Thank you for your attention to this matter

Alexis Chentouf
Purchasing Technician
1 North Bluford Ave.
Ocoee, Florida 34761
407-905-3100 x 3111



Florida has a very broad public records law (F.S. 119). As a result, any written communication created or received by City of Ocoee officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Additionally, under Florida Law email addresses are public records.



BUILDING BEYOND EXPECTATIONS

MCI
MULLIGAN CONSTRUCTORS

MCI

MULLIGAN CONSTRUCTORS

**RESPONSE TO
REQUEST FOR
QUALIFICATIONS**



PROJECT #:

(RFQ) # 25-009

**CONSTRUCTION MANAGER-AT-RISK
FOR THE NEW OCOEE FIRE STATION
#38 FACILITY**

PREPARED FOR:

CITY OF OCOEE

PRESENTED BY:

JASON MULLIGAN

President

Mulligan Constructors, Inc.

E: JMulligan@MulliganConstructors.com

P: 407.654.6523

DATE:

SEPTEMBER 30, 2025

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DRUG FREE WORKPLACE STATEMENT



Mulligan Constructors, nc (MC)
1027 Lancaster Road
Orlando, FL 32809

September 30, 2025

City of Ocoee

Subject: (RFQ) # 25-009 CONSTRUCTION MANAGER-AT-RISK FOR THE NEW OCOEE FIRE STATION #38 FACILITY

Dear Selection Committee

Mulligan Constructors, nc (MC) is honored to submit our response for the City of Ocoee s Fire Station #38 build. With over 24 years of experience in the Municipal market sector, MC has developed a rich legacy of delivering successful, high-quality projects tailored to meet the specific needs of local governments and communities. Our extensive portfolio includes the completion of ten fire stations for various municipalities, as well as the **recently completed \$43 million state of the art Orange County Fire Rescue Training Facility** and is currently building Winter Garden Fire Station #21 and has been recently awarded the Orange County Fire Station #48. Also of note, MC has built the last **FIVE** fire stations for Orange County. This deep history in public sector projects demonstrates our commitment to safety, community, and excellence.

We understand the critical role fire stations play in safeguarding communities, and with our specialized experience, MC is uniquely qualified to meet the expectations of this project. MC will provide all local support for this project as we are Orlando based with **no satellite offices and all local subcontractors**, with the president of the company s residence only 9 miles away from the project site. Our team is adept at managing the complexities of municipal construction projects, including compliance with local regulations, coordination with public entities, and ensuring seamless delivery on time and within budget. Our previous fire station projects have earned us a reputation for reliability, attention to detail, and quality craftsmanship, all of which we bring to every project we undertake.

Jason Mulligan, president of MC, will serve as the authorized representative for this response. Jason is available to answer any questions and make representations for Mulligan Constructors, nc. He can be reached at the contact information below.

Jason Mulligan, *President*
Mulligan Constructors, nc
JMulligan@MulliganConstructors.com
407.654.6523

We are confident that MC s proven track record, experienced team, and commitment to delivering fire station projects of the highest caliber make us the best choice to partner with the City of Ocoee on this important initiative. We look forward to the opportunity to collaborate with you and contribute to the continued safety and well-being of your community.

A handwritten signature in blue ink, appearing to read "Jason Mulligan".

Jason Mulligan
President

01 ABOUT MCI



MULLIGAN CONSTRUCTORS INC. (MCI) AT-A-GLANCE



MCI
MULLIGAN CONSTRUCTORS



09 CLERICAL + **09** FIELD = **18** EMPLOYEES



24 YEARS IN BUSINESS



MCI IS A LOCAL,
CENTRAL FLORIDA
BASED FIRM



MCI WILL PERFORM THIS WORK
OUT OF OUR ORLANDO OFFICE
AT: 1027 LANCASTER ROAD

24

MCI HAS WORKED WITH
PUBLIC AGENCIES FOR
24 YEARS.

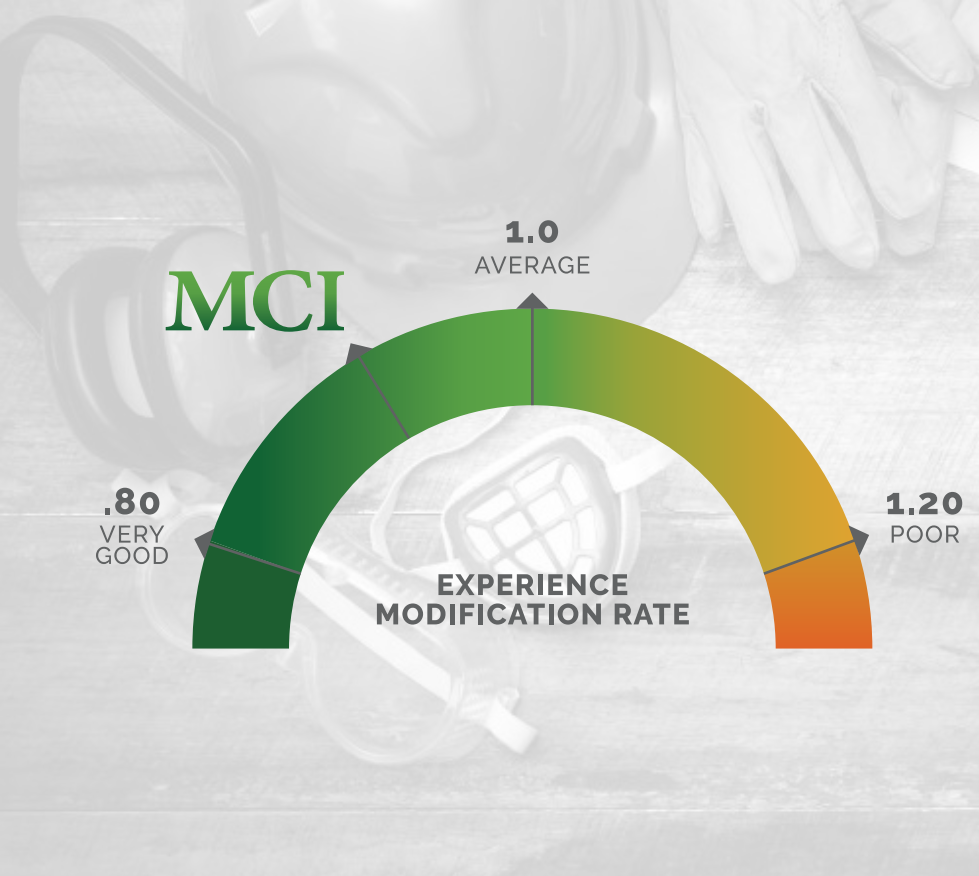
OWNER LITIGATION,
MAJOR DISPUTES,
CONTRACT DEFAULTS
IN THE PAST 24 YEARS



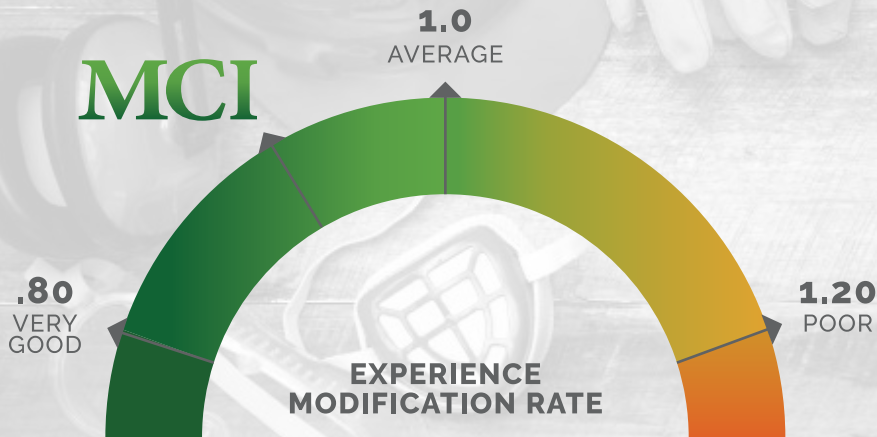
ANNUAL REVENUE

2023 ➡ \$34,000,000

2024 ➡ \$53,000,000



MCI



*Mulligan Constructors
has had zero (0) loss day
work accidents in the
past 5 years, and has
earned an exception
experience modification
rate of **0.94***

SAFETY

Mulligan Constructors takes safety very seriously and enforces a comprehensive safety program across all its projects. Our in-depth safety policy is available for review upon request.

Our superintendents receive intensive training in our safety expectations, not only for our team but also for our subcontractors. They participate in ongoing annual education to ensure these standards are consistently upheld.

02 KEY PROJECT TEAM MEMBERS

JASON MULLIGAN

President / Project Executive

EDUCATION

University of Florida, M.E. Rinker School of
Construction Management
Bachelor of Science in Building Construction

CERTIFICATIONS

Certified General Contractor
OSHA 30-hour Training Course
CPR, AED, and First Aid Certification

30
YEARS OF
EXPERIENCE

SUMMARY OF QUALIFICATIONS

An experienced Project Executive with over 30 years of experience overseeing construction functions, including team supervision, budget management, deadline adherence, client communication, and vendor and subcontractor relationships.

PROFESSIONAL EXPERIENCE

Mulligan Constructors, Inc. - Orlando, FL

President / Project Executive

Mulligan Constructors, Inc. (MCI) provides commercial general construction and construction management services to public and private companies. The company works on projects ranging in size from \$250,000 to \$38 million.

CED CONSTRUCTION - Orlando, FL

Senior Project Manager

Project management responsibilities included estimating, contract negotiations, purchasing, scheduling, coordination between the management company and construction, turnover of buildings to management and the daily management of assigned projects.

VISTANA DEVELOPMENT - Orlando, FL

Project Manager / Director of Construction

As the construction manager, responsibilities included overseeing all operations in the eastern region. This involved managing the development of projects as selected by the Vice President, creating and implementing a weekly reporting system for all directors and project managers in construction and development, assisting in

the creation and management of the master schedule on selected projects, creating a responsibility matrix for the construction department, and creating and managing new construction policies.

Also implemented a new standardized contract for all projects, chaired weekly staff meetings, solicited and hired professional staff for selected projects, and negotiated contracts with civil engineers, architects, and landscape architects on selected projects. Additionally, I created, implemented, and managed a warranty program for all projects in the eastern region, centralized all purchasing to the Orlando office, and assisted in creating master project budgets.

Regarding financial responsibilities, I was responsible for full P&L and scheduling for eastern construction. Finally, I liaised between sales, operations, development, and construction departments to ensure that all projects were completed efficiently and effectively.

Project management responsibilities included overall daily management of the Sheraton Vistana Villages project, full P&L responsibilities for all hard costs, scheduling responsibilities, creating bid packages, buyout and subcontractor negotiations, and liaison between sales, operations, senior management, and design professionals.

CARL OTTO

Senior Project Manager

EDUCATION

Bachelor of Science in Architecture
University of Tennessee

CERTIFICATIONS

OSHA 30-hour Training Course
CPR, AED, and First Aid Certification

31
YEARS OF
EXPERIENCE

SUMMARY OF QUALIFICATIONS

Hands-on Senior Project Manager responsible for leading the team through preconstruction and construction. Carl will work closely with all stakeholders including the design team, subcontractors, and city representatives in implementing and adjusting finances, contracts, and schedules and acting on potential cost-saving opportunities

PROFESSIONAL EXPERIENCE

Mulligan Constructors, Inc. - Orlando, FL

Senior Project Manager

2017 to Present

PARTIAL PROJECT LIST:

- Blue Cloud Dental, Orlando, Florida
- Circle K Stores (throughout Central Florida):
 - Apopka
 - Bradenton
 - Mount Dora
 - Fort Myers
 - Haines City
 - Lakeland
 - Longwood
 - Palm Bay
 - Wesley Chapel
- Earth Fare, Lady Lake, Florida
- East Orange Park, Orange County, Florida
- Healthcare Center for the Homeless, Orlando, Florida
- Lake Maude Recreational Complex, Winter Haven, Florida
- Marshalls Department Store, Okeechobee, Florida
- Orange County Fire Stations, Orlando, Florida
 - #44
 - #68
 - #80
 - #87

- Orange County Fire Rescue Training Facility, Orlando, Florida
- Panera Bread, Champions Gate, Florida
- Panera Bread, Vero Beach, Florida
- Panera Bread/Chipotle, Brandon, Florida
- Paradise Grills, Wesley, Chapel
- Sportsman Warehouse, Lady Lake, Florida
- Springhill Suites, West Melbourne, Florida
- Universal Studios, Warehouse Building South, Orlando, Florida

Pooley Enterprises, Inc. - Orlando, FL

Operations Manager

After joining Pooley in 2015, the revenue increased from \$4 million to over \$10 million in 2016. As of the first quarter of 2017, the company has already secured over \$8 million in revenue. Pooley has strong relationships with numerous national developers and holds a company license for South Carolina, North Carolina, Georgia, and Alabama. The projects range from \$500,000 to \$3 million in value.

Rondack Construction, Inc. - Red Hook, NY

Project Manager

At Rondack, I have managed commercial projects ranging in scope from \$500,000 to \$5.5M, including manufacturing, automotive, medical, and general office industries. The company's profile is approximately \$10M per year.

DANIEL “DAN” LEWIS

Project Superintendent

EDUCATION

West Farmington High School, West Farmington, OH
Trumbull County Vocational School – Warren, OH

CERTIFICATIONS

OSHA 30-hour Training Course
CPR, AED, and First Aid Certification
Walmart Certified Superintendent

38
YEARS OF
EXPERIENCE

SUMMARY OF QUALIFICATIONS

Dan is a hands-on Superintendent who is responsible for coordinating all site activities and ensuring safety. He will work closely with Project Managers, Subcontractors, and the design team to implement and adjust the project schedule.

Dan will be on-site full-time, inspecting the work for compliance with the contract documents and ensuring the safety of the project.

PROFESSIONAL EXPERIENCE

Mulligan Constructors, Inc. - Orlando, FL

Project Superintendent

2013 to Present

PARTIAL PROJECT LIST:

- Mount Dora Commerce Center, Mount Dora, Florida
- Deltona Community Center, Deltona, Florida
- Disney China, Kissimmee, Florida
- Family Dollar – Kathleen, Florida
- Family Dollar – Ocala, Florida
- Great Outdoors Church, Titusville, Florida
- Kilwins Chocolates, Winter Park, Florida
- Mellow Mushroom – Port Orange, Florida
- Naval Training Center, National Guard Armory, Orlando, Florida
- Orange County Fire Stations, Orlando, Florida
 - #44
 - #68
 - #80
 - #87
- Orange County Fire Rescue Training Facility, Orlando, Florida
- Orange Count Three Points Facility, Orlando, Florida
- Orlando Science Center, Orlando, Florida
- Road and Drain Div. – Three Points Maintenance Facility, Orlando, Florida
- Plantation Plaza, Leesburg, Florida

- RaceTrac Convenient Store/Gas Station – Orlando, Florida
- RaceTrac Convenient Store/Gas Station – Oviedo, Florida
- St. Augustine Episcopal Church, Vero Beach, Florida
- Shoppes at Pine Meadows, Deltona
- Sweet Tomatoes, Lady Lake, Florida
- Wawa Convenient Store/Gas Station, Orlando, Florida
 - Goldenrod & Hoffner
 - Donegan & 17-92
- YMCA Renovation

R.D. Michaels & Associates - Orlando, FL

Project Superintendent

Benchmark Building Contractors - Oviedo, FL

Project Superintendent

Advanced Building Constructors - Orlando, FL

Project Superintendent

JUSTIN MULLIGAN

Project Engineer

EDUCATION

Florida State University

School of Business Management

CERTIFICATIONS

OSHA 30 Certification

CPR, AED and Basic First Aid Certification

02

YEARS OF
EXPERIENCE

SUMMARY OF QUALIFICATIONS

As an Assistant Project Engineer, Justin plays an active role in supporting every phase of construction. He partners closely with field teams to keep projects running smoothly, ensuring subcontractors are aligned with the latest scopes of work and project requirements.

Justin also assists with pre-installation meetings, permitting, and drawing reviews to anticipate critical path items and long lead times. His thorough approach to subcontractor evaluations and bid comparisons helps deliver cost-effective solutions that support both quality and schedule, reinforcing our commitment to client success.

PROFESSIONAL EXPERIENCE

Mulligan Constructors, Inc. - Orlando, FL

2024 to Present

PARTIAL PROJECT LIST:

- Orange County Fire Rescue Facility
- Orange County Fire Station #32
- High Point Climbing
- Ark Pet Spa & Hotel
- Orange County Parks - Horizon West
- Orange County Senior Center & Innovation Lab

WMG Development - Orlando, Florida

2023 • *Partial Project List*

- Heartland Dental - Clermont, Florida
- Heartland Dental - Ocoee, Florida
- Heartland Dental - Titusville, Florida



SHERRY WASHINGTON, MBA

Business Manager and Controller

EDUCATION

Strayer University

M.B.A., Master of Business Administration
Major: Management • Honors Graduate

Columbia College of Missouri

B.S., Business Administration
Double Major: Business Management and Human
Resource Management • Magna Cum Laude

State of Florida Notary Public

27
YEARS OF
EXPERIENCE

SUMMARY OF QUALIFICATIONS

Sherry is an experienced professional manager with over 25 years of experience. She is highly skilled in directing complex projects from concept to fully operational status. Her administrative and financial expertise is second to none. Sherry is organized, motivated, and has excellent problem-solving and analytical skills. She can also research and communicate effectively with subcontractors and municipal administrators.

PROFESSIONAL EXPERIENCE

Mulligan Constructors, Inc. - Orlando, FL

2005 to Present

Sherry oversees critical operations that keep projects running smoothly and clients fully supported. From pre-construction and contract administration to ensuring compliance in safety, diversity, equal opportunity (and beyond), this role safeguards our clients' investments.

By managing human resources and company-wide administration with precision, Sherry ensures that every project is backed by strong systems, fair practices, and a commitment to excellence — giving clients confidence that their project is in capable hands.

Pre-Construction / Contract Administration

- Guides clients through pre-construction planning to ensure clarity, efficiency, and cost control.
- Manages contracts with precision, protecting client interests while fostering strong partnerships.
- Coordinates documentation and compliance requirements to keep projects on schedule.
- Provides transparent communication so clients understand scope, milestones, and expectations

Safety

- Implements rigorous safety protocols that protect workers, clients, and the surrounding community.
- Ensures compliance with all OSHA and industry standards, minimizing project risk.
- Conducts ongoing training and monitoring to uphold a culture of safety on every site.
- Delivers peace of mind by prioritizing safety as a core value in all phases of construction.

Equal Employment Opportunity / Diversity

- Promotes inclusive hiring practices that reflect the diversity of the communities we serve.
- Ensures compliance with federal, state, and client-specific EEO requirements.
- Builds project teams that bring diverse perspectives, enhancing innovation and problem-solving.
- Demonstrates a commitment to fairness and equity, reinforcing client values and project integrity.

ROLES & RESPONSIBILITIES

PROJECT TEAM ROLES & RESPONSIBILITIES

	OPTIONS ANALYSIS	DESIGN REVIEW	BUDGET ESTIMATING	VALUE ENGINEERING	LIFE CYCLE COST ANALYSIS	CONSTRUCTION SCHEDULING	QUALITY CONTROL	CONSTRUCTIBILITY ANALYSIS	COST CONTROL	CHANGE ORDER NEGOTIATION	CLAIMS MANAGEMENT	PROJECT CLOSEOUT	TRANSITION PLANNING	SECURITY SYSTEMS
JASON MULLIGAN President		X	X	X	X	X	X	X	X	X	X	X	X	X
JAMES HINES Senior Project Estimator		X	X	X			X	X						
CARL OTTO Senior Project Manager - Preconstruction	X	X	X	X	X	X	X	X	X	X	X	X		
DAN LEWIS Project Superintendent		X	X	X	X	X	X	X	X	X	X	X	X	X
JUSTIN MULLIGAN Project Engineer						X	X	X	X	X	X	X	X	X
SHERRY WASHINGTON Administrative Manager								X		X	X			

BUILDING BEYOND EXPECTATIONS

03 STAFF ORG CHART & TIME COMMITMENT



A TEAM APPROACH IS THE BEST APPROACH

The primary point of contact for this project will be Jason Mulligan, who is the President of Mulligan Constructors and will have the authority to sign documents. The project managers at Mulligan Constructors will supervise the daily operations and communicate with your project representative. The Project Superintendents will be in charge of all on-site activities and will ensure safety measures are followed.

Below is our anticipated project staff responsible for the execution of your project.



04 SIMILAR COMPLETED PROJECTS



ORANGE COUNTY FIRE RESCUE TRAINING FACILITY

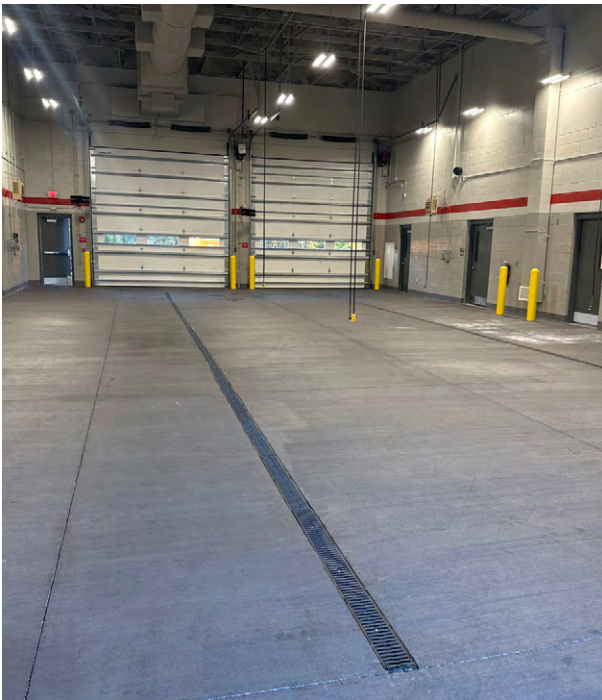
Ground up construction of \$40mm project, 38-acre site consisting of over 80,000 SF. The project consists of an education building with a two-bay training fire station, the design/build of two five-story drill towers as well as a design/build of a three-story burn building. In all this project consists of constructing 10 new buildings for Orange County to assist in their fire training activities. This project is opened in Summer of 2025.

SIZE: 80,000 SF
COST: \$40,000,000

MCI
MULLIGAN CONSTRUCTORS

VALUE ENGINEERING OPPORTUNITIES:

To date, over \$250,000 of value engineering has been accepted.



ORANGE COUNTY FIRE STATION #44

MCI was the prime contractor responsible for all aspects of construction of a new ground up 9,352 SF two bay fire station. Completed on schedule in 2024. The project is a level D essential facility including administrative offices, dormitory rooms, state of the art kitchen and day room, ADA restrooms, locker room and showers, two bay truck area, new back-up generator, multi-zone HVAC systems as well as a G2 station alerting system.

SIZE: 9,352 SF

COST:

ORIGINAL CONTRACT - \$4,880,948
FINAL CONTRACT - \$5,359,969
(Final contract increased due to owner changes.)

CONTACT: The project's County contact is Randy Nixon who can be reached at 407-758-3470.

VALUE ENGINEERING OPPORTUNITIES:

On this project Mulligan Constructors was allowed to replace 4" poly iso board and plywood with a Dex Cel and spray foam insulation below deck saving the client +/- \$44,000.

HURRICANE HARDENED: YES



ORANGE COUNTY FIRE STATION #80

MCI was the prime contractor responsible for all aspects of construction of a new ground up 11,532 SF three bay fire station. Construction is scheduled to be completed at the end of April 2024, on schedule. The project is a level D essential facility including administrative offices, dormitory rooms, state of the art kitchen and day room, ADA restrooms, locker room and showers, two bay truck area, new back-up generator, multi-zone HVAC systems as well as a G2 station alerting system.

SIZE: 11,532 SF

COST:

ORIGINAL CONTRACT - \$5,668,750

FINAL CONTRACT - \$5,586,126

(Final contract increased due to owner changes.)

CONTACT: The County's contact is Scott Reekie who can be reached at 407-408-2152.

VALUE ENGINEERING OPPORTUNITIES:

Value Engineering options were taken for the roofing system as well as several other finish options, resulting in savings of over \$200,000.

HURRICANE HARDENED: YES



ORANGE COUNTY FIRE STATION #87

MCI was the prime contractor responsible for all aspects of construction of a new ground-up 9,352 SF two bay fire station. Construction completed in 2020, on schedule. The project is a level D essential facility including administrative offices, dormitory rooms, state of the art kitchen and day room, ADA restrooms, locker room and showers, two bay truck area, new back-up generator, multi-zone HVAC systems as well as a G2 station alerting system.

SIZE: 9,352 SF

COST:

ORIGINAL CONTRACT - \$3,597,629

FINAL CONTRACT - \$4,037,456

(Final contract increased due to owner changes.)

CONTACT:

The project's County contact is Scott Reekie who can be reached at 407-408-2152.

VALUE ENGINEERING OPPORTUNITIES:

On this project the Owner did not accept any VE options offered by MCI.

HURRICANE HARDENED: YES



ORANGE COUNTY FIRE STATION #68

MCI was the prime contractor responsible for all aspects of construction of a new ground up 9,352 SF two bay fire station. Completed in 2022, on schedule. The project is a level D essential facility including administrative offices, dormitory rooms, state of the art kitchen and day room, ADA restrooms, locker room and showers, two bay truck area, new back-up generator, multi-zone HVAC systems as well as a G2 station alerting system.

SIZE: 9,352 SF

COST:

ORIGINAL CONTRACT - \$4,129,491

FINAL CONTRACT - \$4,499,971

(Final contract increased due to owner changes.)

CONTACT: The project's County contact is Randy Nixon who can be reached at 407-758-3470.

VALUE ENGINEERING OPPORTUNITIES:

On this project the Owner did not accept any VE options offered by MCI.

HURRICANE HARDENED: YES

UNDER CONSTRUCTION



ORANGE COUNTY FIRE STATION #32

MCI is the prime contractor responsible for all aspects of construction for a 11,730 SF ground-up block and concrete prototype three bay fire station and vehicle storage facility for Orange County. The project is a level D essential facility including administrative offices, dormitory rooms, state of the art kitchen and day room, ADA restrooms, locker room and showers, two bay truck area, new back-up generator, multi-zone HVAC systems as well as a G2 station alerting system. This project is currently under construction and anticipated to be completed in early 2025.

SIZE: 11,730 SF

COST:

ORIGINAL CONTRACT: \$6,957,777

FINAL CONTRACT: TBD

CONTACT: TBD

VALUE ENGINEERING OPPORTUNITIES:

There is no VE on the project.

HURRICANE HARDENED: YES



DELTONA COMMUNITY CENTER

Construction of a new 30,000 SF ground up concrete tilt wall community center built for the City of Deltona. High-end fixtures highlight this project that included all new HVAC, electric, plumbing, sitework and landscaping.

SIZE: 30,000 SF

COST: \$8,000,000

CONTACT: The contact person for this project in the City is retired and is no longer employed by the City.

VALUE ENGINEERING OPPORTUNITIES:

On this project Mulligan Constructors was able to offer VE opportunities for the HVAC and lighting package saving the client +/- \$750,000



SEMINOLE COUNTY FIRE STATION #13

Construction of a new, two-story, 10k square foot fire station in Apopka, Florida, which includes training rooms, dorm rooms, full commercial kitchen, specialty electrical equipment and all other associated work. This project included site work, masonry, electrical, HVAC, sheetrock, framing and carpentry. The project was completed on schedule.

SIZE: 10,000 SF

COST:

CONTRACT - \$2,067,222

CONTACT: Seminole County Facilities

MCI
MULLIGAN CONSTRUCTORS



LIST OF FIRE STATION PROJECTS WITHIN THE PAST 10 YEARS

Orange County Fire Station #20
Orange County Fire Station #32 (Under Construction)
Orange County Fire Station #44
Orange County Fire Station #48 (Under Contract)
Orange County Fire Station #68
Orange County Fire Station #80
Orange County Fire Station #84
Orange County Fire Station #87
Orange County Fire Rescue Training Facility + Fire
Station Seminole County Fire Station #13
City of Winter Garden Fire Station #21 (Under Contract)

**MCI HAS
COMPLETED A
TOTAL OF TEN
(10) FIRE STATION
PROJECTS, WITH
MANY MORE
UNDERWAY.**

05 CLIENT REFERENCES

REFERENCE LIST

	REFERENCE NO. 1	REFERENCE NO. 2
Project Name:	Orange County Fire Station #87	Orange County Fire station #68
Owner/Client:	Orange County Board of County Commissioners	Orange County Board of County Commissioners
Contact Name:	Scott Reekie	Randy Nixon
Contact Email:	scott.reekie@ocfl.net	randy.nixon@ocfl.net
Contact Phone:	Office (407) 836- 0044 Cell (407) 408 -2152	Office (407) 836-0043 Cell (407) 758- 3470
Owner/Client Address:	400E. South Street, 4th Flr, Orlando, FL 32801	400E. South Street, 4th Flr, Orlando, FL 32801
	REFERENCE NO. 3	REFERENCE NO. 4
Project Name:	Orange County Fire Rescue Training Facility	Orange County Fire station #44
Owner/Client:	Orange County Board of County Commissioners	Orange County Board of County Commissioners
Contact Name:	Scott Reekie	Randy Nixon
Contact Email:	scott.reekie@ocfl.net	randy.nixon@ocfl.net
Contact Phone:	Office (407) 836- 0044 Cell (407) 408 -2152	Office (407) 836-0043 Cell (407) 758- 3470
Owner/Client Address:	400E. South Street, 4th Flr, Orlando, FL 32801	400E. South Street, 4th Flr, Orlando, FL 32801
	REFERENCE NO. 5	REFERENCE NO. 6
Project Name:	Orange County Fire station #80	Orange County Fire Station #84
Owner/Client:	Orange County Board of County Commissioners	Orange County Board of County Commissioners
Contact Name:	Scott Reekie	Sam Shine / Sara Flynn-Kramer
Contact Email:	scott.reekie@ocfl.net	sam.shine@ocfl.net sara.flynnkramer@ocfl.net
Contact Phone:	Office (407) 836- 0044 Cell (407) 408 -2152	Office (407) 836-0037 Cell (407)836-0048
Owner/Client Address:	400E. South Street, 4th Flr, Orlando, FL 32801	400E. South Street, 4th Flr, Orlando, FL 32801

SELECTED PAST PROJECTS

Project	Location	Value	Size
Petroleum			
Circle K - Apopka	Apopka, FL	\$2,200,000	3,962 SF
Circle K - Bradenton	Bradenton, FL	\$2,200,000	6,883 SF
Circle K - Bradenton 2.0	Bradenton, FL	\$3,400,000	5,533 SF
Circle K - Clermont	Clermont, FL	\$2,400,000	3,962 SF
Circle K - Fort Myers	Fort Myers, FL	\$3,700,000	6,658 SF
Circle K - Fort Myers 2.0 (Old Olga)	Fort Myers, FL	\$4,900,000	6,795 SF
Circle K - Haines City	Haines City, FL	\$3,400,000	6,821 SF
Circle K - Lakeland	Lakeland, FL	\$4,500,000	5,462 SF
Circle K - Lakeland 2.0	Lakeland, FL	\$2,700,000	5,418 SF
Circle K - Longwood	Longwood, FL	\$2,500,000	5,394 SF
Circle K - Palm Bay	Palm Bay, FL	\$3,000,000	4,934 SF
Circle K - Palmetto	Palmetto, FL	\$2,800,000	5,200 SF
Circle K - Plant City	Plant City, FL	\$3,500,000	5,533 SF
Circle K - Tampa	Tampa, FL	\$3,300,000	6,462 SF
Circle K - Wesley Chapel	Wesley Chapel, FL	\$2,600,000	5,418 SF
Cumberland Farms	Vero Beach, FL	\$1,900,000	5,000 SF
Orange County 3 Points	Orlando, FL	\$2,900,000	12,000 SF
Orange County Metal Building & Fueling Facility	Orlando, FL	\$400,000	1 acre
RaceTrac Curry Ford	Orlando, FL	\$2,184,000	6,100 SF
RaceTrac Daytona	Daytona, FL	\$2,000,000	6,100 SF
RaceTrac Disney	Kissimmee, FL	\$700,000	5,000 SF
RaceTrac Kissimmee	Kissimmee, FL	\$360,000	5,000 SF
RaceTrac New Smyrna Beach	New Smyrna Beach, FL	\$3,300,000	5,500 SF
RaceTrac Osteen	Osteen, FL	\$420,000	5,000 SF
RaceTrac Oviedo	Oviedo, FL	\$1,900,800	5,900 SF
RaceTrac Port St Lucie	Port St Lucie, FL	\$2,100,000	6,100 SF
RaceTrac Saxon	Deltona, FL	\$650,000	5,000 SF
RaceTrac Tomoka	Daytona, FL	\$2,800,000	6,100 SF
Wawa BLS	Orlando, FL	\$1,200,000	5,600 SF
Wawa HOF	Orlando, FL	\$1,200,000	5,600 SF
Wawa PNA	Orlando, FL	\$1,200,000	5,600 SF
Government			
Above Ground Subway Stations (4)	Baltimore, MD	\$32,000,000	48,000 SF
Anaerobic Digesters	St. Petersburg, FL	\$12,000,000	800,000 Gal
Ashland Judicial Complex	Ashland, KY	\$5,000,000	32,000 SF
Avon Park National Guard Armory	Avon Park, FL	\$1,500,000	17,800 SF
Azalea Neighborhood Park	Orlando, FL	\$1,543,000	12 acres
Blackstone Park	Bradenton, FL	\$2,400,000	10 acres
Charlotte County Judicial Center	Punta Gorda, FL	\$30,000,000	175,000 SF
County Courthouse	Evansville, IN	\$5,000,000	100,000 SF
Debary Public Safety Complex	Debary, FL	\$1,200,000	5,655 SF
Deltona Community Center	Deltona, FL	\$7,200,000	31,000 SF
Deltona High School ADA Bleacher Alterations	Deltona, FL	\$720,000	10 acres
Elementary Schools (5)	Central, FL	\$15,000,000	20-40,000 SF
FDOT Oviedo Maintenance Facility	Oviedo, FL	\$370,000	6,000 SF
FDOT Tav-lee Trailhead	Tavares, FL	\$453,000	6 acres
Fire Station #20	Zellwood, FL	\$785,000	3,500 SF
FL Juvenile Justice project	Union Co, FL	\$2,000,000	20,000 SF
FL Juvenile Justice project (3)	Broward Co, FL	\$4,000,000	45,000 SF
Flat Gap School Addition	Orlando, FL	\$1,493,000	4,750 SF
Florida Atlantic University Dorms	Boca Raton, FL	\$4,000,000	75,000 SF
Florida Atlantic University offices and classes	Boca Raton, FL	\$9,000,000	300,000 SF
Florida International Microbial Remediation	Miami, FL	\$4,000,000	40,000 SF
Florida International Univ. Student Center	Miami, FL	\$7,000,000	60,000 SF
Hazard Comm. College Challenger Center	Hazard, KY	\$3,000,000	8,000 SF
Hazard Comm. College Science Build.	Hazard, KY	\$3,000,000	10,000 SF
Lake Maude Park	Winter Haven, FL	\$4,410,000	21 acres
Lake Maude Sports Complex	Winter Haven FL	\$5,000,000	40 acres
Lake Sumter Community College Remodel	Leesburg, FL	\$1,450,000	20,000 SF
Lake Sumter Community College Walkway	Leesburg, FL	\$100,000	N/A
Manatee High School	Bradenton, FL	\$25,000,000	200,000 SF
Max K. Rhodes - Brevard County Parks	Melbourne, FL	\$3,151,000	50 acres
Miami Airport Misc. Project Contracts	Miami, FL	\$16,000,000	Varied
New York City Schools	New York, NY	\$16,000,000	10 locations
NTC Armory	Orlando, FL	\$4,000,000	25,000 SF
Ocoee Service Center	Orlando, FL	\$1,106,000	31,000 SF
Orange County 3 Points	Orlando, FL	\$2,900,000	12,000 SF
Orange County Convention Center	Orlando, FL	\$300,000	N/A
Orange County Corrections	Orlando, FL	\$1,400,000	5,000 SF
Orange County East Orange Park	Christmas, FL	\$3,700,000	240 acres
Orange County Fire Rescue Training Facility	Orlando, FL	\$39,000,000	80,445 SF
Orange County Fire Station 20	Orlando, FL	\$760,000	5,600 SF
Orange County Fire Station 32	Winter Garden, FL	\$6,960,000	11,730 SF

SELECTED PAST PROJECTS

MULLIGAN CONSTRUCTORS KEY PERSONNEL

Orange County Fire Station 44	Winter Garden, FL	\$5,500,000	9,352 SF
Orange County Fire Station 68	Orlando, FL	\$4,500,000	9,352 SF
Orange County Fire Station 80	Orlando, FL	\$5,700,000	11,532 SF
Orange County Fire Station 84	Christmas, FL	\$1,300,000	4,000 SF
Orange County Fire Station 87	Orlando, FL	\$4,000,000	9,352 SF
Orange County Horizon West Regional Park	Winter Garden, FL	\$12,000,000	222 acres
Orange County Juvenile Assessment Center	Orlando, FL	\$1,600,000	N/A
Orange County Sheriff's Showers Replacement	Orlando, FL	\$100,000	N/A
Orange County Utilities Fueling Facility	Orlando, FL	\$400,000	1 acre
Orange County Utilities Metal Building	Orlando, FL	\$2,000,000	31,000 SF
Orange County Utilities Renovation	Orlando, FL	\$1,500,000	60,000 SF
Orlando NTC Armory	Orlando, FL	\$4,100,000	37,000 SF
Park of the Americas	Orlando, FL	\$825,000	10 acres
Plant City National Guard Armory (LEED Silver)	Plant City, FL	\$2,200,000	27,900 SF
Porter Transfer Station	Orlando, FL	\$365,000	20,000 SF
Recycle Facility Repair	Orlando, FL	\$600,000	12,500 SF
Richard L. Lewis Armory	Orlando, FL	\$1,454,000	35,000 SF
Sarasota and Charlotte Co Justice Center	Sarasota, FL	\$27,000,000	150,000 SF
Sarasota Judicial center	Sarasota, FL	\$27,000,000	150,000 SF
Seminole County Fire Station 13	Altamonte Springs, FL	\$2,100,000	6,500 SF
Seminole County Fire Training Facility	Altamonte Springs, FL	\$1,300,000	16,000 SF
Sheltair SOAC Building #1	Orlando, FL	\$430,000	7,669 SF
SouthCross Water Reclamation Facility	St. Petersburg, FL	\$110,000,000	100MGD
Tampa Bay Deisel Plant	Tampa, FL	\$20,000,000	30MGD
University of Florida Chiller Plant	Gainesville, FL	\$12,000,000	10,000 SF
University of Tennessee Sports center	Knoxville, TN	\$15,000,000	65,000 SF
Project	Location	Value	Size
Theme Parks			
Bay Lake Model	Kissimmee, FL	\$100,000	1 unit
Boardwalk Villas Resort	Kissimmee, FL	\$100,000	1 units
Champion Stadium Scoreboard	Kissimmee, FL	\$185,000	1 units
Coronado Springs Resort	Kissimmee, FL	\$90,000	1 units
LBV Golf Course	Kissimmee, FL	\$150,000	N/A
Pop Century Model	Kissimmee, FL	\$100,000	1 unit
Theme Park Ben & Jerry's	Orlando, FL	\$165,000	2,000 SF
Theme Park Building	Orlando, FL	\$2,700,000	30,000 SF
Theme Park Carthay Circle	Kissimmee, FL	\$100,000	N/A
Theme Park China	Kissimmee, FL	\$2,000,000	N/A
Theme Park Grand Floridian Convention Center	Orlando, FL	\$1,200,000	40,000 SF
Theme Park Hollywood and Vine	Kissimmee, FL	\$100,000	N/A
Theme Park Office Building 2	Orlando, FL	\$3,400,000	40,000 SF
Theme Park Office Building/Warehouse	Orlando, FL	\$3,600,000	13,000 SF
Theme Park Starbucks	Orlando, FL	\$165,000	2,000 SF
Theme Park Vero Beach Resort	Vero Beach	\$1,200,000	5,500 SF
Universal Studios	Orlando, FL	\$7,000,000	45,000 SF
Wilderness Lodge Presidential Suites	Kissimmee, FL	\$190,000	2 units
Project	Location	Value	Size
Hotels / Timeshares / Multifamily / Condos			
Bayside Condominiums	Venice, FL	\$6,000,000	36,000 SF
Berkshire Club Apartments	Orlando, FL	\$13,000,000	288 units
Boardwalk Villas Resort	Kissimmee, FL	\$100,000	1 units
Champion Stadium Scoreboard	Kissimmee, FL	\$185,000	1 units
Coronado Springs Resort	Kissimmee, FL	\$90,000	1 units
Creekside Apartments	Orange Park, FL	\$15,000,000	360 units
Cypress Palms Resort	Kissimmee, FL	\$325,000	90 units
Estates at Chapel Hill	Chapel Hill, NC	\$12,000,000	280 units
Fairfield Inn Spa & Penthouse	Kissimmee, FL	\$370,000	1 units
Fairfield Inn Spa Hotel	Daytona Beach, FL	\$12,000,000	4,000 SF
Fairfield Inn Star Island Hotel	Kissimmee, FL	\$12,000,000	80 units
Granite Ridge Apartments	Greensboro, NC	\$16,000,000	380 units
Harbour Isle Apartments	St. Augustine, FL	\$17,000,000	360 units
Lake Lotta Apartments	Orlando, FL	\$11,300,000	250 units
Lee Vista Club Apartments	Orlando, FL	\$16,000,000	312 units
Oakmonte Apartments	Lake Mary, FL	\$25,000,000	546 units
Pop Century Model	Kissimmee, FL	\$75,000	1 units
Ringling Tower Hotel	Sarasota, FL	\$3,000,000	60,000 SF
Rivers Bend Apartments	Richmond, VA	\$14,000,000	320 units
Sheraton's Vistana Villages Hotel	Orlando, FL	\$63,000,000	360 units
Sonesta	Orlando, FL	\$400,000	N/A
SpringHill Suites By Marriott	Melbourne, FL	\$14,100,000	128 Units
St. Andrews Apartments	Port St. Lucie, FL	\$9,000,000	184 units
Star Island Phase II	Kissimmee, FL	\$440,000	70 units
Star Island Renovations	Kissimmee, FL	\$423,000	70 units
Stuart Pointe Apartments	Stuart, FL	\$10,000,000	192 units
Westin Vacation Club Hotel at Kierland	Scottsdale, AZ	\$67,000,000	158 units
Wilderness Lodge Presidential Suites	Kissimmee, FL	\$190,000	2 units
Williams Island Luxury Condominiums	Miami, FL	\$8,000,000	40,000 SF

SELECTED PAST PROJECTS

MULLIGAN CONSTRUCTORS KEY PERSONNEL

Project	Location	Value	Size
Health Care			
Arden Court Dementia	Naples, FL	\$2,000,000	25,000 SF
Arden Court Dementia	Seminole, FL	\$2,000,000	25,000 SF
Arden Court Dementia	Citrus Co, FL	\$2,000,000	25,000 SF
Assisted Living Facilities (100+ projects)	Az, Co, Tx, NC, SC, Ga, Fl, Oh, In, Tn, Ky, Ks, Ok	\$300,000,000	20,000-60,000 SF
Baptist Four Rivers Medical Office Bldg	Selma, AL	\$9,000,000	82,000 SF
Beverly Nursing Home (Skilled)	Citrus Co, FL	\$6,000,000	50,000 SF
Beverly Nursing Home (Skilled)	Ft. Myers, FL	\$6,000,000	50,000 SF
Blue Cloud Dental	Orlando, FL	\$2,200,000	7,100 SF
Blue Cloud Surgery Center	Orlando, FL	\$4,000,000	15,000 SF
Brighton Gardens Assisted & Nursing Home	Naples, FL	\$10,000,000	100,000 SF
Citrus Memorial Medical Office Bldg	Inverness, FL	\$6,000,000	58,000 SF
Dr Daniels Vetranary Services	Winter Garden, FL	\$2,800,000	11,500 SF
Dr Qasim Animal Hospital	Orlando, FL	\$100,000	1,500 SF
Dr. Daniel's MOB	Ocoee, FL	\$3,000,000	15,000 SF
Dr. Metchick	Deland, FL	\$2,000,000	4,000 SF
Dr. Phillips Animal Hospital	Orlando, FL	\$200,000	7,000 SF
Eye Dr - Optical Outlets	Lady Lake, FL	\$55,000	1,500 SF
Farifield Spa	Orlando, FL	\$375,000	3,000 SF
Health Central Hospital - renovations	Orlando, FL	\$1,000,000	25,000 SF
Hollywood Memorial Hospital	Hollywood, FL	\$22,000,000	200,000 SF
Just Like Home Assisted Living	Bradenton, FL	\$2,000,000	20,000 SF
Life Care Nursing Home(4)(Skilled)	Montgomery, AL	\$8,000,000	73,000 SF
Manor Care Nursing Home (Skilled)	Venice, FL	\$7,000,000	60,000 SF
Orange Blossom Health	Orlando, FL	\$4,000,000	15,000 SF
Orange Blossom Health	Orlando, FL	\$3,500,000	13,000 SF
Pediatric Health Renovations	Orlando, FL	\$265,000	8,000 SF
Shands Hospital (Misc. projects)	Gainesville, FL	\$15,000,000	73,000 SF
Shands Hospital Cancer Center	Gainesville, FL	\$8,000,000	45,000 SF
Towncare Dental - Altamonte Springs	Altamonte Springs, FL	\$80,000	1,500 SF
Towncare Dental - Clermont	Clermont, FL	\$100,000	3,000 SF
Towncare Dental - Webster Ave	Orlando, FL	\$100,000	3,000 SF
Church / Religious Facility / Community Center			
1st Church of Christ	Altamonte Springs, FL	\$150,000	1,500 SF
Deltona Community Center	Deltona, FL	\$7,200,000	31,000 SF
Great Outdoor Church Addition & Renovations	Orange County, FL	\$600,000	12,000 SF
Mt. Olive Church Addition & Renovations	Orlando, FL	\$350,000	6,300 SF
St. Augustine Episcopal Church Addition	Vero Beach, FL	\$750,000	4,250 SF
YMCA - J Dougals Williams	Maitland, FL	\$480,000	2,000 SF
Office / Financial Buildings / Daycares			
1011 Building	Orlando, FL	\$250,000	7,000 SF
60 Wall St.	New York, NY	\$600,000,000	2,000,000 SF
All in One Insurance	Lady Lake, FL	\$50,000	1,000 SF
Amscot Bank	Orlando, FL	\$670,000	3,800 SF
Blue Cloud Surgery Center	Orlando, FL	\$4,000,000	15,000 SF
CFE Credit Union	Kissimmee, FL	\$2,000,000	2,000 SF
CitiBank (several Branch Offices)	Ft. Lauderdale, FL	\$4,000,000	4,000 SF
Clermont Commerce	Clermont, FL	\$6,000,000	110,000 SF
Dr Phillips Daycare	Orlando, FL	\$1,000,000	8,700 SF
Dr. Daniel's MOB	Ocoee, FL	\$3,000,000	15,000 SF
Galileo School	Orlando, FL	\$10,671,000	60,000 sf
GLE Facility	Longwood, FL	\$1,444,000	8,000 SF
GLE Office	Casselberry, FL	\$2,000,000	5,000 SF
Goodman Office	Clermont, FL	\$2,000,000	30,000 SF
HR Block	Lady Lake, FL	\$100,000	2,000 SF
Kathleen Wright Office Bldg.	Ft. Lauderdale, FL	\$4,000,000	110,000 SF
Orange Blossom Health	Orlando, FL	\$4,000,000	15,000 SF
Orlando Science Center	Orlando, FL	\$2,205,000	20,000 SF
Orlando Science Charter School	Orlando, FL	\$3,000,000	30,000 SF
Prudential Realty	Orlando, FL	\$565,000	10,000 SF
Ranger Financial	Lady Lake, FL	\$175,000	2,800 SF
Real Living Solutions	Orlando, FL	\$50,000	1,000 SF
Sandlake Shops	Orlando, FL	\$3,000,000	20,000 SF
Starchild Academy	Orlando, FL	\$2,700,000	20,000 SF
Tag Aero Facility	Winter Garden, FL	\$1,200,000	12,000 SF
The Learning Experience	West Melbourne, FL	\$2,500,000	10,000 SF
University Of Cincinatti Univ. Pavilion	Cincinatti, OH	\$12,000,000	80,000 SF

06 CURRENT & PROJECTED WORKLOAD

CURRENT & PROJECTED WORKLOAD

Mulligan Constructors will have no difficulty of staffing the project from pre-construction through project completion and closeout. All pre-construction services will be performed by Jason Mulligan and Jason Hines, who are office based and handle this phase for all of our projects.

The close knit project team consisting of Carl Otto, Senior Project Manager, Dan Lewis, Project Superintendent, Jayson Powell, Assistant Project Manager and Sherry Washington, Administrative Manager will be coming off of the recently completed projects, and will move into their same respective positions on this project.

CURRENT PROJECTS

PROJECT NAME	SF	CONTRACT VALUE	COMPLETION DATE	PERSONNEL
Orange County Fire Rescue Training Facility	80,445 SF	\$39,967,557	9/28/2025	Dan Lewis, Sherry Washington, Justin Mulligan Carl Otto
Orange County Fire Station 48	9,232 SF	\$8,243,501	12 1 2027	Chad Mulligan, Greg Faulkner, Justin Mulligan
Winter Garden Fire Station 21	9,815 SF	\$6,464,275	09 30 2025	Dan Lewis, Sherry Washington, Justin Mulligan Carl Otto
Orange County Fire Station 32	11,730 SF	\$6,957,777	9/26/2025	Chad Mulligan, Greg Faulkner, Justin Mulligan
Orange County Senior Center and Innovation Lab	37,000 SF	\$13,171,040	1/18/2025	Carl Otto, Shawn Anderson, Justin Mulligan
TOTAL AMOUNT		\$68,986,150		

07 APPROACH



*Proudly Serving
100 Years*

We are proud to assert that we have constructed more Fire Stations in Central Florida in the last five years than any other contractor.

We understand that the new Fire Station #38 facility will be a new approximately 7,500 sf, 3-bay fire station located on N. Lakewood Ave between 2nd Ave and Banyan Blvd.

PROJECT APPROACH

Mulligan Constructors possesses a thorough comprehension of the requirements of the New Fire Station project and is committed to dedicating all our efforts to construct this facility to the highest possible standards. **MCI has completed 10 fire stations, and are currently building an 11,730 SF stand-alone fire station as well as a \$41,000,000 fire training facility which includes a fire station.**

The following sections will outline how Mulligan Constructors, Inc. (MCI) plans to ensure that the design documents are both constructible and compliant with the given budget, while also providing all necessary information required by The City of Ocoee. The design documents are of utmost importance, as they serve as the blueprint for constructing the project. Therefore, the more precise and accurate the drawings are, the less likelihood there will be of issues and complications during the actual construction process.

"To ensure the project goals are achieved, MCI will require weekly project coordination meetings with all key design professionals, key City of Ocoee personnel (including Fire Loss), and any major subcontractors and/or vendors. The purpose of these meetings will be to review and discuss the progress of the design, focusing on product selections, cost of products, long-term maintenance, constructibility, and end-user requirements. MCI's goal is to ensure a long-lasting, low-maintenance, efficient, and cost-effective project built with great teamwork and pride."

MCI will conduct constructibility reviews as well as a full cost analysis of the design at 30%, 50%, 75%, and 100% design completion. MCI will consistently review internally and externally (subcontractors and vendors) for any

potential challenges. Identification of any challenges will be defined, and brainstormed, a solution will be decided, solution will be executed and continually evaluated with the design team until a resolution is gained.

We will conduct a thorough cost analysis that includes pricing from all major trades. If there are any cost overruns, we will identify them and provide solutions to ensure that the project stays within the budget. Once we have received all the pricing and completed the 100% set of plans, we will establish a final guaranteed maximum price (GMP).

As part of the analysis process, MCI will conduct a financial analysis of the project to ensure that the budget is met and provide value engineering (VE) suggestions. Our goal is for the City of Ocoee to be completely satisfied with our work and feel that we have exceeded their expectations. To achieve this, we have adopted several unique construction approaches that are critical to our success. Precisely delivering the following factors is key to MCI exceeding the owner's expectations:

PRE-CONSTRUCTION:

The most impact on the overall project's success is during this phase:

During the pre-construction phase, we focus on maximizing the project's success. Here's how we streamline the process:

PROJECT MANUAL DEVELOPMENT ASSISTANCE:

- Collaborate on developing the project manual.
- Create bid forms and associated documents.

DETAILED SCOPE DESCRIPTIONS AND TASK LISTS:

- Provide comprehensive scope descriptions for each package.
- Create detailed task lists with trade breakdown and timing.

SEQUENCING AND SCHEDULING:

- Sequence tasks effectively.
- Develop a submittal schedule.
- Identify site logistics.



COMPLIANCE AND MANAGEMENT:

- Adhere to the City of Ocoee bidding requirements.
- Prepare an overall management plan.
- Attending owner and designer meetings.

DESIGN REVIEW AND COST CONTROL:

- Conduct constructibility reviews.
- Offer preliminary cost estimates.
- Monitor progress as the design evolves to stay within budget.
- Implement value engineering.

SITE INVESTIGATIONS AND DOCUMENTATION:

- Analyze site conditions.
- Provide input on design clarity and defects.
- Assist with permitting.

DOCUMENT MANAGEMENT AND COMMUNICATION:

- Compile all necessary front-end documents.
- Create an initial project schedule with input from subcontractors, owners, and vendors.
- Establish document controls for contract documents, tracking changes and status.

SUBMITTAL AND RFI MANAGEMENT:

- Develop a Submittal Log to track shop drawings and submittals.
- Initiate the Request for Information (RFI) procedure.
- Keep the team informed about RFI status.

PERMIT TRACKING:

- Maintain a list of all required permits.
- Track permit approvals and communicate updates to the team.

By streamlining these processes, we ensure efficient project execution and effective communication among all stakeholders.

CONSTRUCTION

Once a permit is issued and a Notice to Proceed is received, we optimize our processes for efficient construction. Here's how:

INTEGRATED PROJECT MANAGEMENT WITH REDTEAM:

- We utilize RedTeam, a cloud-based project management construction software.
- Real-time information flow between stakeholders (owner, architect, general contractor, subcontractors, and vendors) eliminates duplicate efforts.
- Instant capture of essential project details enhances productivity.

COST CONTROLS AND SAFETY:

- Establish and maintain cost controls, covering both indirect and direct costs.
- Monitor change orders, direct purchasing, bidding, and construction timelines.
- Prioritize job site safety.

PROCUREMENT AND COORDINATION:

- Assist with procurement and selection of owner-supplied items.
- Chair Weekly Project Coordination Meetings to discuss progress with the owner, end user, and design team.

COMPREHENSIVE CONSTRUCTION SERVICES:

- Provide overall management and daily construction activities.
- Ensure actual construction aligns with design documents.
- Guarantee construction quality.
- Address inconsistencies promptly.

MASTER SCHEDULE AND MILESTONES:

- Derived from the master construction schedule, a two-week schedule shows upcoming activities.
- Weekly meetings involve subcontractors and vendors to review and modify the schedule.
- Critical milestones ensure timely completion.

Our commitment is to deliver a successful project while maintaining quality and adherence to timelines.

CLOSEOUT

During the closeout phase, we focus on meeting all contract requirements efficiently. Here are the key steps:

CONTRACTUAL OBLIGATIONS:

- Ensure that all contract requirements are fulfilled.
- This includes documentation, approvals, and any outstanding tasks.

COMPLETION PHOTOS:

- Capture completion photos to document the finished project.
- These serve as a visual record for future reference.

WARRANTIES AND AS-BUILT DRAWINGS:

- Organize and provide warranties for installed components.
- Compile as-built drawings reflecting the final construction layout.

QUALITY CONTROL APPROACH

Our quality control is guided by MCI's Quality Control Plan (QCP).

While we can only provide a brief overview here, the full QCP is comprehensive.

KEY PRINCIPLES:

- **Clear Requirements:** Define contract document requirements thoroughly.
- **Accountability:** Hold MCI personnel, subcontractors, and vendors accountable.
- **Detailed Specifications:** Specify material, work steps, safety rules, and environmental conditions.
- **Consistency:** Ensure consistent adherence to standards.
- **Daily Enforcement:** Our Superintendent and Project Manager enforce the QCP on-site.
- **Office Oversight:** The Project Executive and Administrative team reinforce compliance.

By following these streamlined processes, we maintain quality and meet project expectations.

COST ESTIMATING

Mulligan Constructors, Inc. (MCI) strongly believes that the cost of a project is one of the most crucial factors for its success. We will work together with the City of Ocoee and the design team to understand the short and long-term building needs. We will incorporate these needs into the project and design strategy, which will be centered around the City of Ocoee's requirements for all systems, components, and product selections to meet the project goals.

To develop accurate cost structures, we will involve major subcontractors and vendors very early in the project. We will review the cost structures with The City of Ocoee and the design team. Normally, the costs are formally developed when the design is 30%, 60%, 90% complete, and at 100% completion. However, we are more than happy to price the project at other intervals during the design process if necessary.

Project costing is a collaborative effort between the City of Ocoee, the end user, the design team, subcontractors, and vendors. The main goal is to determine the project cost as early as possible to allow for any necessary modifications to the design if there are items that exceed the budget. This partnership ensures that the project stays within budget and any necessary changes can be made promptly.



PUBLIC OUTREACH

Effective communication with the public is a vital aspect of every project's success. It is essential to inform both residents and businesses about any potential impacts on the community. At MCI, we prioritize understanding how construction activities can affect the community, and then we ensure clear and timely communication. We plan to obtain permission from the City of Ocoee to create impact documents that describe the potential impact and timing of the project. We will then deliver these documents by hand to all affected residents and businesses. Additionally, we will organize community meetings where all affected parties will be invited to attend and address their concerns. This way, we can work collaboratively to minimize the potential impacts of the project and achieve successful outcomes.

ABILITY TO PERFORM

A key strength of the MCI team is building multiple fire stations concurrently. Previously, MCI built Orange County Fire Station #44 and #80 with an overlap in schedule. We also built OC Fire Station #32 and Orange County Fire Training Facility concurrently.

As previously mentioned, MCI has a wealth of experience in constructing fire stations, making us the ideal choice for this project. Despite having several ongoing projects, we can easily accommodate this one into our schedule. James Hines and Jason Mulligan will be spearheading the pre-construction work.

DOCUMENTATION & REPORTING

Mulligan Constructors utilizes a complete project management software called RedTeam.

RedTeam is an easy-to-use, cloud-based platform built for commercial general contractors to manage projects from start to finish. It helps teams handle everything in one place including bidding, budgeting, scheduling, subcontractor coordination, and document management.

RedTeam also keeps office and field teams connected with real-time updates and mobile access through its FieldShare app, making it simple to track progress, submit daily reports, and share photos.



SAMPLE VE LIST

SAMPLE VE LIST

Scope	Potential Savings	Accepted	Approved Cost	Date	Notes
Delete Bond	\$ (33,000)		\$ (33,000)		
Site					
Eliminate fill lot #2 except as needed and restore	\$ (26,872)		\$ (26,872)	8/24/2016	
Delete some L/S around the building	Minimal Savings				Dr. must direct if he wants anything deleted
Revised price for incoming fire line	No Change			8/24/2016	
Concrete					
Delete elevator pit, waterproofing, proofing	\$ (4,100)		\$ (4,100)	8/24/2016	
Delete floor slab in unfinished space. Delete rough-ins for future plumbing fixtures, delete footers	\$ (12,100)		\$ (12,100)	8/24/2016	
Millwork					
Delete solid surface countertops and replace with laminate in exam rooms	\$ (3,200)		\$ (3,200)	8/24/2016	
Delete solid surface site replace with Drywall	\$ (1,357)		\$ (1,357)	8/24/2016	replace with what: Drywall
Replace solid surface and integral sink with cultured marble counter and sink at TLT 142A	No Change		No Change	8/24/2016	
Delete upper cabinets at exam rooms	\$ (1,340)		\$ (1,340)	8/24/2016	
Delete upper cabinets above cages at ICU room	\$ (1,160)		\$ (1,160)	8/24/2016	
Roofing					
For a GAF TPO-55 membrane, alternate roof hatch and Kynar factory finished coping shop fabricated	\$ (16,200)		\$ (16,200)	8/24/2016	
Delete Solatubes	\$ 1,950		\$ (4,050)	8/24/2016	
Glass and Glazing					
Delete one layer of low e coating Silver 29	\$ 5.6%		\$ (6,687)	8/24/2016	
Change to standard closures on #107	\$ (200)	NO		8/24/2016	Not Taken
Doors					
Change doors to rotary cut birch in lieu of rift cut white oak	\$ (1,100)				Speak with sub
Change door locks and panics mfg. to Stanley Commercial	\$ (2,183)		\$ (2,183)	8/24/2016	
Sealing					
Change to vinyl tile in surgical rooms only all else standard	\$ (6,375)		\$ (6,375)	8/24/2016	
Change 2x2 to 2x4 tiles	NO			8/24/2016	
Change to Rockfon Medical Tile and Rockfon Alaska tile	\$ (3,275)	NO		8/24/2016	Not Taken
Change to Rockfon Alaska tile everywhere	\$ (3,275)	NO		8/24/2016	Not Taken
Open up specifications on tile and grid	NO			8/24/2016	
Flooring					
Alternate seamless flooring manufacture to: Plexi-Chemie	\$ (2,463)		\$ (2,463)	8/24/2016	
Specialties					
Delete blinds	\$ (4,631)		\$ (4,631)	8/24/2016	
Owner to install all Owner furnished items	\$ (7,600)		\$ (7,600)	8/24/2016	
Delete wall protection board and corner guards	\$ (16,200)		\$ (16,200)	8/24/2016	
Delete wall mounted soap dispensers	TBD				
Delete towel rack at shower in Bath 136	NO			8/24/2016	Not Taken
Plumbing					
Alternate fixtures	TBD				to what extent? Brand name changes are acceptable. Sizes need to be the same. Submit out specs/model numbers for review
Delete scrub sink replace with SS laundry tub	\$ (4,873)		\$ (4,873)	8/24/2016	
HVAC					
Look into alternate mmfg.	TBD	NO		8/24/2016	Not Accepted
Eliminate BAS system and VAV's as well as the boiler and associated pipe and insulation	\$ (88,000)	NO		8/24/2016	Not Accepted
Electrical					
Look into alt. mmfg for site lights etc.	TBD				
Delete generator-Keep transfer switch and conduit and gas line to future generator	\$ (86,700)		\$ (81,201)	8/24/2016	
Alternate fixture package	\$ (14,000)		\$ (14,000)		Confirm with electrical sub that they realize lights are a low voltage system and are not hard wired to each fixture. See Youtube videos of LED system for Lauren Illumination
Subtotal	\$ (314,663)		\$ (297,334)		
Shared savings cost for the ROW work and all storm work	\$ 202,715.00				
Current estimated value of shared savings work	\$ 60,814.50				
90% will be paid for by the developer	\$ 60,814.50				
Credit to Dr. Daniel's					
Original Contract Amount After the Added Electrical Work	\$ 3,024,000.00				
Accepted VE Amount	\$ (257,333.89)				
Updated Contract Value	\$ 2,766,666.11				
Developer Credit	\$ 60,814.50				

SAMPLE ELECTRICAL SCOPE SHEET

Trade	Electrical	Sub A	Sub B	Sub C	
Div.	Sample				
Scope					
ALL BID NOTES AND ADDENDUMS ARE INCLUDED					
ALL PERMITS					
General Conditions					
Liberty Park		\$ 386,645	\$ 402,512	\$ 470,250	
All Site Electrical	included	included	included	included	
Site Lighting w/ Direct Burial Poles	included	included	included	included	
Restroom Power	included	included	included	included	
Restroom Lighting	included	included	included	included	
Lighting Protection	included	included	included	included	
Safe Off For Demo	included	included	included	included	
Transformer Concrete Pads	included	included	included	included	
Primary Conduit Stubbed out 50' From Transformer	included	included	included	included	
Temp Power	included	included	included	included	
2" Conduit for Phone to Property Line Per Plans	included	included	included	included	
2" Conduit for TV to Property Line Per Plans	included	included	included	included	
The Depot		\$ 448,674	\$ 464,744	\$ 552,000	
All Site Electrical	included	included	included	included	
Site Lighting w/ Direct Burial Poles	included	included	included	included	
Restroom Power	included	included	included	included	
Restroom Lighting	included	included	included	included	
Depot Building Electrical	included	included	included	included	
Depot Building Lighting	included	included	included	included	
Water Tower Lighting	included	included	included	included	
Train Station Power	included	included	included	included	
Train Station Lighting	included	included	included	included	
Lighting Protection	included	included	included	included	
Safe Off For Demo	included	included	included	included	
Transformer Concrete Pads	included	included	included	included	
Primary Conduit Stubbed out 50' From Transformer	included	included	included	included	
Temp Power	included	included	included	included	
2" Conduit for Phone to Property Line Per Plans	included	included	included	included	
2" Conduit for TV to Property Line Per Plans	included	included	included	included	
Wallace Brooks		\$ 282,005	\$ 300,205	\$ 353,000	
All Site Electrical	included	included	included	included	
Site Lighting w/ Direct Burial Poles	included	included	included	included	
Safe Off For Demo	included	included	included	included	
Transformer Concrete Pads	included	included	included	included	
Primary Conduit Stubbed out 50' From Transformer	included	included	included	included	
Temp Power	included	included	included	included	
2" Conduit for Phone to Property Line Per Plans	included	included	included	included	
2" Conduit for TV to Property Line Per Plans	included	included	included	included	
Subtotal		\$ 1,117,324	\$ 1,167,461	\$ 1,375,250	\$0
VE/Alter rate					
Revised Subtotal	\$ 1,117,324	\$ 1,167,461	\$ 1,375,250	\$ -	
Bond	\$ -	\$ -	\$ -	\$ -	
Tax					
Permit					
Total Bid	\$ 1,117,324	\$ 1,167,461	\$ 1,375,250	\$ -	

SAMPLE SCOPE SHEET

SAMPLE SITE SCOPE SHEET (PAGE 1 OF 3)

SITE WORK	Sub A	Sub B	Sub C	Sub D
SCOPE				
OVERVIEW				
All Bid Notes & Addendums Acknowledged	Y			
Certified AS-Built - MUST HAVE	Y		Y	
All Permits	Y		Y	Y
All Testing	Y		Y	Y
ROW Work Included	Y		Y	Y
All MOT/Traffic Control	NO Plans, NO Permit		Y	Y
Night Work Included				
GENERAL CONDITIONS	\$ 10,000			
Mobilization	\$ 46,582	\$ 36,000	IN EARTH	\$ 130,788
Layout & As-Built	Y	Y	Y	Y
Dewatering	NO		Not Needed	
DEMOLITION	\$ 165		IN EARTH	\$ 13,900
Demo All Demolition Required				
Demo Curbs	Y		Y	Y
Demo Misc.			Y	Y
Sawcut			Y	Y
EARTHWORK	\$ 328,417	\$ 342,000	\$ 297,741	\$ 347,854
Clearing & Grubbing	Y		Y	Y
Erosion Control	Y		Y	Y
Silt Fence	Y		Y	Y
Temp. Entrance	Y		Y	Y
Inlet Protection	Y		Y	Y
Tree Protection	Y		Y	Y
Export				
Export Quantity				
Import	Y		Y	Y
Import Quantity: Per GeoTech	13,300 CY	13,500 CY	16,140 CY	11,160 CY
Cut/Balance/Haul Off Excess	Y		Y	Y
Build All Pads	Y		Y	Y
Grading	Y		Y	Y
Grade Complete Site	Y		Y	Y
Grade for Sidewalks Before/After	Y		Y	Y
Grade for Landscaping	Y		Y	Y
Grade & Compact for Concrete Paving	Y		Y	Y
Backfill Behind Curbs & Misc.			Y	Y
Sod Pond Slopes				
Sod Disturbed Areas - Offsite DOT ROW	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
Dewatering				Y
All Surveying				
WATER	\$ 27,446	\$ 106,200	\$ 267,809	\$ 57,700
Open Cut & Patch			Y	Y
Water Service/Connect to Existing			Y	Y
12" x 8" Tapping Sleeve & Valve	Y		Y	Y
Temp. Jumper	Y		Y	Y
2" Waterline	Y		Y	Y
8" DIP PR350	Y		Y	Y
2" RPZ/Backflow	Y		Y	Y
Gate Valves	Y		Y	Y
All Connections	Y		Y	Y
Water Meter (Set)	Y		Y	Y
Misc. Fittings	Y		Y	Y
Reclaimed/Irrigation			Said NO	\$ 10,000
Stone Bedding			Type B Tranching	Y
Dewatering	NO		Don't Need	
Bac-T's	Y		Y	

SAMPLE SITE SCOPE SHEET (PAGE 2 OF 3)

Sample/Test Points	Y		Y	
Testing/Chlorination	Y		Y	
FIRE	\$ 89,673	Y	IN WATER	\$ 143,900
Fire Permit			Y	Y
Fire System Design			Y	Y
Connect to Existing			Y	Y
PVC Piping				
6" C900 DR14	Y		Y	Y
6" C900 DR14	Y		Y	Y
8" C900 DR14	Y		Y	Y
Hydrants Assemblies	Y		Y	Y
Fire Riser				
8" Riser	Y		Y	Y
8" Riser	Y		Y	Y
FDC	Y		Y	Y
Bell Rest			Y	Y
Gate Valves			Y	Y
8" DDCV Assembly			Y	Y
8" Post Indicator Valve	Y		Y	Y
Misc. Fittings	Y		Y	Y
Stone Bedding	Y		Type B	Y
Dewatering			Not Needed	
System Testing	Y			Y
Pressure Testing	Y		Y	
Bac-T's				
IRRIGATION TAP & BACKFLOW	\$ -	\$ -	\$ -	\$ -
STORM	\$ 110,988	\$ 107,800	\$ 111,638	\$ 137,950
PVC Piping				
HDPE Piping				
RCP Piping				
15" RCP	Y		Y	Y
18" x 30" ERCP	Y		Y	Y
30" RCP	Y		Y	Y
30" Core & Boot			Y	Y
Roof Drain System	N/A		N/A	N/A
Mitered End Structures w/ Rip Rap				
Inlets				
Type F Inlets	Y		Y	Y
Inverts	Y		Y	Y
Manholes	Y		Y	Y
Manholes- Adjust Existing	Y		Y	Y
Stone Bedding			Y	N
Clean Out Assemblies	Y		Y	Y
Misc. Fittings	Y		Y	Y
All Connections	Y		Y	Y
Dewatering			Not Needed	Y
Testing	Y		Y	
SANITARY	\$ 9,423	\$ 8,800	\$ 6,644	\$ 10,830
Connect to Existing	Y		Y	Y
6" PVC Piping	Y		Y	Y
Cleanout Assemblies	Y		Y	Y
Final Connections	Y		Y	Y
Misc. Fittings	Y		Y	Y
Stone Bedding			Type B	Y
Dewatering	Y		Not Needed	Y
Testing and Video	Y		Y	Y
ASPHALT / HARDSCAPES	\$ 207,334	\$ 256,500	\$ 241,341	\$ 220,923
Asphalt Paving - Onsite	Y			
Compacted Subgrade			1,500 SY	
Stabilized	6,825 SY		4,890 SY	4,825 SY
6" Limerock/Crushed Concrete - Light Duty	1,315 SY		\$ 1,040	424 TN
8" Limerock/Crushed Concrete - Heavy Duty	3,575 SY		3,850 SY	1,580 TN

SAMPLE SITE SCOPE SHEET (PAGE 3 OF 3)

1.5" Asphalt SP-9.5 - Standard	1,315 SY	1,291	1,040 SY	1,270 SY
2" Asphalt SP-12.5 - Heavy	3,575 SY	3,632	3,850 SY	3,555 SY
Curbs - Onsite and Offsite	Y		Y	Y
Type D Curb	2,100 LF			
Type F Curb	110 LF	74 LF	75 LF	48 LF
Valley Gutter	110 LF	77 LF	140 LF	137 LF
6" x 16" Curb		2.0	2,075 LF	2,084 LF
Striping & Signage - Onsite	Y		Y	Y
Wheel Stops			Y	Y
MOT	Y		Y	Y
Testing			Y	
Sod			Y	
CERTIFIED AS-BUILT - THIS SCOPE ONLY			Y	
SUBTOTAL:	\$ 846,728	\$ 865,000	\$ 933,713	\$ 1,081,345
VE/Alternate:			\$ (19,945)	
REVISED SUBTOTAL:	\$ 846,728	\$ 865,000	\$ 913,768	\$ 1,081,345
Bond:				
Tax:				
Permit:				
TOTAL BID:	\$ 846,728	\$ 865,000	\$ 913,768	\$ 1,081,345
Alternates				
Concrete 4" Sidewalks - Onsite	1,600 SF			3,340 SF
Concrete Sidewalk Thickened Edge Turndowns				170 LF
Handicap Ramps w/Detection Strips	5 EA			6 EA
	\$ 12,240	\$ -	\$ -	\$ 28,760

SAMPLE FIRE STATION DAILY REPORT

MCI Mulligan Constructors, Inc.
MULLIGAN CONSTRUCTORS Powered by RedTeam

Project: 1090009 - Orange County Fire Station #32 Replacement
Author: Greg Faulkner, Project Superintendent

Date: 05/02/2025
68.00/86.00°F
Sunny
Precipitation: 0 Inches

Work On Site

Included in Productivity Hours

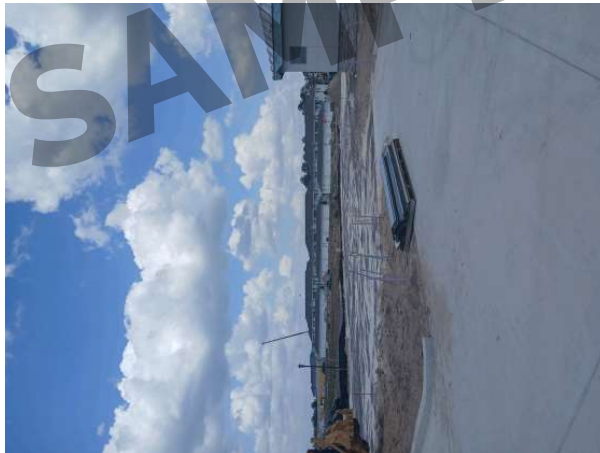
	Company	Workers	Total Hours
1	Central Florida Construction Walls, Inc.	1	1
	Task:		
	Location: n/a		
	Worker Worker		
	Type:		
	Activity: Yusel, site visit		
2	Champion Sheet Metal LLC	1	1
	Task:		
	Location: n/a		
	Worker Worker		
	Type:		
	Activity: site visit		
3	Lakeside Electrical Services, LLC	8	9
	Task:		
	Location: n/a		
	Worker Worker		
	Type:		
	Activity: over head rough		

SAMPLE FIRE STATION DAILY REPORT

- 20250502_150941



- 20250502_150244



SAMPLE SUBMITTAL LOG

SPEC SECTION	SPEC DESCRIPTION	PHASE	SUBCONTRACTOR	REQUIRED DELIVERY	LEADTIME FAB/DELIVERY	REQUIRED APPROVAL	REVIEW PERIOD	REQUIRED SUBMITTAL DATE	SUBMITTAL RECEIVED	SUBMITTAL SUBMITTED	SUBMITTAL RETURNED	RETURNED TO SUBCONTRACTOR	STATUS	
03 20 00.00	REINFORCEMENT	PARK	Grayland Construction	03/01/24	14	02/16/24	14	02/02/24	03/05/24	03/05/24	05/10/24	05/10/24	APPROVED	Generally a 8x8 bond beam is shown at the top of the walls instead of 8x16 specified and the vertical wall reinforcing is not lapped
03 20 00.00	WALL REINFORCEMENT R1	PARK	Grayland Construction	03/01/24	14	02/16/24	14	02/02/24	05/15/24	05/17/24	05/20/24	05/20/24	APPROVED	
03 20 00.00	CONCRETE MIX DESIGNS Civil	PARK	Grayland Construction	03/01/24	14	02/16/24	14	02/02/24	01/04/24	01/04/24	01/23/24	01/23/24	REVISE	
03 30 00.00	CONCRETE MIX DESIGNS Civil R1	PARK	Grayland Construction	03/01/24	14	02/16/24	14	02/02/24	02/16/24	02/16/24	06/14/24	06/14/24	APPROVED	
03 30 00.00	CONCRETE WORK MIX DESIGNS Building	RESTROOM	Grayland Construction	03/01/24	14	02/16/24	14	02/02/24	02/29/24	02/29/24	03/05/24	03/05/24	REVISE	
03 30 00.00	CONCRETE MIX DESIGNS Building R1	RESTROOM	Grayland Construction	03/01/24	14	02/16/24	14	02/02/24	05/15/24	05/17/24	05/21/24	05/21/24	REVISE	
03 30 00.00	CONCRETE MIX DESIGNS Building R2	RESTROOM	Grayland Construction	03/01/24	14	02/16/24	14	02/02/24	05/22/24	05/22/24	05/23/24	05/23/24	APPROVED	
03 30 00.00	CONCRETE WORK	PARK	Grayland Construction	03/01/24	14	02/16/24	14	02/02/24	01/04/24	01/04/24	01/23/24	01/23/24	REVISE	
03 30 00.00	CONCRETE WORK R1	PARK	Grayland Construction	03/01/24	14	02/16/24	14	02/02/24	05/28/24	05/28/24	06/11/24	06/11/24	APPROVED	
04 22 00.00	CONCRETE UNIT MASONRY	RESTROOM	Grayland Construction	03/01/24	14	02/16/24	14	02/02/24	01/26/24	01/26/24	02/14/24	02/16/24	APPROVED	SUBMIT HORIZONTAL JOINT REINFORCING, GROUT MIX DESIGN, MASONRY WALL REINFORCING SHOP DRAWINGS.NEED CAST IN Edge coating color: White
04 23 00.00	GLASS UNIT MASONRY	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/28/24	05/28/24	06/11/24	06/11/24	APPROVED	
06 16 00.00	HARDIE BOARD PANELING	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	5.15.2024	5.15.2024	06/25/24	06/25/24	APPROVED	
06 13 26.00	TRUSSES	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	02/13/24	02/16/24	03/05/24	03/05/24	REVISE	
06 13 26.00	TRUSSES R1	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	3.26.2024	4.1.2024	04/03/24	04/03/24	APPROVED	Approved as Noted/Make Corrections
06 13 26.00	TRUSSES/signed and sealed engineering	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/14/24	05/15/24	05/20/24	05/20/24	APPROVED	
06 16 00.00	SHEATHING/FRAMING	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/14/24	05/15/24	05/20/24	05/20/24	APPROVED	
07 21 00.00	FOAM INSULATION	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/08/24	05/08/24	06/24/24	06/24/24	APPROVED	
07 60 00.00	ROOFING	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/08/24	05/08/24	06/14/24	06/14/24	REJECTED	
07 60 00.01	ROOFING R1	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	08/13/24	08/13/24	08/30/24	08/30/24	APPROVED	
08 11 13.00	HOLLOW METAL DOORS AND FRAMES	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	04/15/24	04/15/24	04/26/24	04/26/24	REVISE	
08 11 13.00	HOLLOW METAL DOORS AND FRAMES R1	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	06/13/24	06/13/24	06/24/24	06/24/24	APPROVED	
08 33 23.00	OVERHEAD COILING DOOR	RESTROOM	Overhead Door	03/01/24	14	02/16/24	14	02/02/24	01/26/24	01/26/24	02/21/24	02/21/24	APPROVED	
08 71 00.00	DOOR HARDWARE	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	04/15/24	04/15/24	04/26/24	04/26/24	REVISE	
08 71 00.00	DOOR HARDWARE R1	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	06/13/24	06/13/24	06/24/24	06/24/24	APPROVED	
08 91 19.00	FIXED LOUVERS	RESTROOM	Taylor Mechanical	03/01/24	14	02/16/24	14	02/02/24	01/26/24	01/26/24	02/23/24	02/23/24	APPROVED	
09 30 13.00	CERAMIC TILING	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	01/26/24	01/26/24	02/21/24	02/21/24	REVISE	
09 30 13.00	CERAMIC TILING R1	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	03/19/24	03/19/24	05/07/24	05/07/24	APPROVED	
09 90 00.00	DOORS AND FRAMES PAINT	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/08/24	05/08/24	05/15/24	05/15/24	REVISE	
09 90 00.00	DOORS AND FRAMES PAINT R1	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/08/24	05/08/24	06/14/24	06/14/24	APPROVED	
09 91 13.00	EXTERIOR PAINTING	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/08/24	05/08/24	05/15/24	05/15/24	REVISE	
09 91 13.00	EXTERIOR PAINTING R1	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/08/24	05/08/24	06/18/24		REJECTED	
09 91 13.00	EXTERIOR PAINTING R2	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	08/09/24	08/09/24	09/11/24	09/11/24	APPROVED	
09 91 23.00	INTERIOR PAINTING	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/08/24	05/08/24	05/15/24	05/15/24	REVISE	
09 91 23.00	INTERIOR PAINTING R1	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/08/24	05/08/24	06/14/24	06/14/24	APPROVED	
10 14 00.00	SIGNAGE	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	06/26/24	06/26/24	07/09/24	07/09/24	REVISE	
10 14 00.01	SIGNAGE REV 1	RESTROOM		03/02/24	14	02/17/24	14	02/03/24	08/12/24	08/12/24	08/19/24	08/20/24	APPROVED	
10 14 00.02	SIGNAGE REV 2	RESTROOM		03/03/24	14	02/18/24	14	02/03/24	08/30/24	08/30/24	09/11/24	09/11/24	APPROVED	
10 14 10	FRONT ENTRANCE SIGNAGE	PARK		03/02/24	14	02/17/24	14	02/03/24	10/24/24	10/25/24	02/03/05	02/04/05	APPROVED	
10 22 00.00	PLASTIC TOILET COMPARTMENTS	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/22/24	05/24/24	06/07/24	06/07/24	REVISE	
10 22 00.01	PLASTIC TOILET COMPARTMENTS R1	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	07/17/24	07/17/24	07/19/24	07/19/24	13	
10 28 13.00	TOILET AND BATH ACCESSORIES	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/22/24	05/24/24	06/07/24	06/07/24	APPROVED	
10 44 00.00	FIRE PROTECTION	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/22/24	05/24/24	06/11/24	06/11/24	APPROVED	
11 68 13.00	PLAYGROUND EQUIPMENT	PARK	Kompan	06/27/24	189	12/21/23	14	12/07/23	01/05/24	01/05/24	02/05/24	02/05/24	REVISE	
11 68 13.00	PLAYGROUND EQUIPMENT R1	PARK	Kompan	06/27/24	189	12/21/23	14	12/07/23	02/07/24	02/08/24	02/13/24	02/13/24	APPROVED	
11 68 13.00	PLAYGROUND EQUIPMENT COLOR SELECTIONS	PARK	Kompan	06/27/24	189	12/21/23	14	12/07/23	01/05/24	01/05/24	02/01/24	02/01/24	APPROVED	
11 68 13.00	PLAYGROUND EQUIPMENT (signed playground sign panel)	PARK	Kompan	06/27/24	189	12/21/23	14	12/07/23	01/05/24	01/05/24	02/21/24	02/21/24	APPROVED	
13 10 00.00	SHADE STRUCTURE	PARK	TOPLINE	06/27/24	84	04/04/24	14	03/21/24	02/29/24	03/01/24	05/23/24	05/23/24	APPROVED	
13 10 10.00	SHADE SYSTEMS	PARK	TOPLINE	06/28/24	84	04/05/24	14	03/22/24	06/27/24	06/27/24	07/31/24	07/31/24	APPROVED	
13 10 10.00	SHADE STRUCTURE R1	PARK	TOPLINE	06/27/24	84	04/04/24	14	03/21/24	05/17/24	05/28/24	06/13/24	06/13/24	APPROVED	
13 34 00.00	PAVILIONS	PARK	RCP Shelters	06/27/24	112	03/07/24	14	02/22/24	01/05/24	01/05/24	01/31/24	01/31/24	REVISE	
13 34 00.00	PAVILIONS R1	PARK	RCP Shelters	06/27/24	112	03/07/24	14	02/22/24	02/16/24	02/16/24	05/07/24	05/07/24	REVISE	
13 34 00.00	PAVILIONS R2	PARK	RCP Shelters	06/27/24	112	03/07/24	14	02/22/24	05/22/24	05/23/24			REVISE	
13 34 00.00	PAVILIONS R3	PARK	RCP Shelters	06/28/24	112	03/08/24	14	02/23/24	08/14/24	08/14/24	08/16/24	08/16/24	APPROVED	
22 40 00.00	PLUMBING FIXTURES/Partial approved	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	03/01/24	03/01/24	04/02/24	04/02/24	REVISE	Partial/WC-1, WC-2, UR-1/UR-2, TMV-1, MS-1, IEWH-1, Access Panel: 12" x 12", Trap Primer
22 40 00.00	PLUMBING FIXTURES R1 Partial approved	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/20/24	05/24/24	06/07/24	06/07/24	REVISE	
22 40 00.00	PLUMBING FIXTURES R2 and Piping Complete submittal of 1&2	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	06/12/24	06/12/24	06/27/24	06/27/24	APPROVED	
22 40 00.00	Complete Restroom Package	RESTROOM		03/02/24	14	02/17/24	14	02/03/24	08/06/24	08/06/24	08/20/24	08/20/24	APPROVED	Partial approved
22 47 00.00	DRINKING FOUNTAINS AND WATER COOLERS	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/20/24	05/24/24	06/07/24	06/07/24	APPROVED	
23 05 29.00	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/10/24	05/10/24	06/06/24	06/06/24	APPROVED	
23 05 53.00	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/10/24	05/10/24	06/06/24	06/06/24	APPROVED	
23 31 13.00	METAL DUCTS/ Partial	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/10/24	05/10/24	06/06/24	06/06/24	APPROVED	
23 31 13.00	METAL DUCTS R1	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	06/06/24	06/28/24	07/03/24	07/03/24	APPROVED	
23 33 00.00	AIR DUCT ACCESSORIES	RESTROOM		03/01/24	14	02/16/24	14	02/02/24	05/10/24	05/10/24	06/06/24	06/06/24	APPROVED	
23 34 23.00	HVAC FAN & GRAVITY VENTILATORS	RESTROOM	Taylor Mechanical	03/01/24	14	02/16/24	14	02/02/24	01/26/24	01/26/24	02/23/24	02/23/24	APPROVED	
23 37 13.00	HVAC GRILLES	RESTROOM	Taylor Mechanical	03/01/24	14	02/16/24	14	02/02/24	01/26/24	01/26/24	02/23/24	02/23/24	APPROVED	
26 27 43.00	ELECTRIC-VEHICLE SERVICE EQUIPMENT - AC LEVEL 1 AND LEVEL 2	PARK	TSI	03/01/24	14	02/16/24	14	02/02/24	02/27/24	02/27/24	04/08/24	04/08/24	REJECTED	The project's owner has stated that this project is not to receive any EV Chargers
26 51 00.00	INTERIOR LIGHT FIXTURES RESTROOM	RESTROOM	TSI	06/27/24	42	05/16/24	14	05/02/24	01/26/24	01/26/24	02/16/24	02/16/24	REVISE	
26 51 00.00	INTERIOR LIGHT FIXTURES RESTROOM R1	RESTROOM	TSI	06/27/24	42	05/16/24	14	05/02/24	05/06/24	05/14/24	06/25/24	06/25/24	REVISE	
26 51 00.00	INTERIOR LIGHT FIXTURES RESTROOM R2	RESTROOM	TSI	06/27/24	42	05/16/24	14	05/02/24	07/15/24	08/13/24	08/22/24	08/22/24	APPROVED	
26 56 00.00	EXTERIOR LIGHTING SITE	PARK		06/27/24	42	05/16/24	14	05/02/24	01/09/24	01/09/24	01/26/24	01/26/24	REVISE	
26 56 00.00	EXTERIOR LIGHTING SITE R1	PARK		06/27/24	42	05/16/24	14	05/02/24	03/18/24	03/19/24	05/07/24	05/07/24	REVISE	
26 56 00.00	EXTERIOR LIGHTING SITE R2	PARK		06/27/24	42	05/16/24	14	05/02/24	03/18/24	03/19/24	06/05/24	06/05/24	REJECTED	
26 56 00.00	EXTERIOR LIGHTING SITE R3	PARK		06/28/24	43	05/16/24	15	05/01/24	07/11/24	07/12/24	08/12/24	08/12/24	APPROVED	Revised and Resubmit SUBMITTED
26 56 00.00	EXTERIOR LIGHTING SITE Cales and Shops	PARK		06/27/24	42	05/16/24	14	05/02/24	07/11/24	07/12/24	08/12/24	08/12/24	APPROVED	
26 56 19.00	LED EX													

08 LICENSES / INSURANCE / BONDING

LICENSE



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLIGAN, JASON EDWARD

MULLIGAN CONSTRUCTORS INC
1027 W LANCASTER ROAD
ORLANDO FL 32809

LICENSE NUMBER: CGC1510462

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



INSURANCE



MULLCON-01

SIDESC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/6/2024

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 Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Kristy Kohns PHONE (A/C, No, Ext): (407) 998-5516 FAX (A/C, No): (321) 214-6407 E-MAIL ADDRESS: Kristy.Kohns@ioausa.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER B : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : LM Insurance Corporation	33600	INSURER B : Liberty Insurance Corporation	42404	INSURER C : Liberty Mutual Fire Insurance Company	23035	INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED Mulligan Constructors, Inc. 1027 W. Lancaster Rd Orlando, FL 32809															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

NSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	☒	COMMERCIAL GENERAL LIABILITY			X	TB5Z51294747-034	11/29/2024	11/29/2025	EACH OCCURRENCE		\$ 1,000,000		
	☐	CLAIMS-MADE	☒	OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 100,000		
	☐								MED EXP (Any one person)		\$ 5,000		
	☐								PERSONAL & ADV INJURY		\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE					\$ 2,000,000				
	☐	POLICY	☒	PRO-JECT					☐	LOC	PRODUCTS - COMP/OP AGG		\$ 2,000,000
	☐	OTHER:							Total Aggregate		\$ 15,000,000		
A	AUTOMOBILE LIABILITY				AS5Z51294747-024	11/29/2024	11/29/2025	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000			
	☒	ANY AUTO OWNED AUTOS ONLY						☐	SCHEDULED AUTOS	BODILY INJURY (Per person)		\$	
	☒	HIRED AUTOS ONLY						☒	NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)		\$	
	☐							☐		PROPERTY DAMAGE (Per accident)		\$	
	☐							☐				\$	
	☐							☐				\$	
B	☒	UMBRELLA LIAB		☒	OCCUR	TH7-Z51-294747-044	11/29/2024	11/29/2025	EACH OCCURRENCE		\$ 5,000,000		
	☐	EXCESS LIAB		☐	CLAIMS-MADE				AGGREGATE		\$ 5,000,000		
	☐			☐							\$		
	DED	☒	RETENTION \$	10,000							\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N ☐	N / A	WC2Z51294747-014	11/29/2024	11/29/2025	X PER STATUTE ☐ OTH-ER ☐				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT		\$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		
									E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RFQ 24-069 - Construction Management At-Risk for Fire Station 2
 City of Clermont is Additional Insured under the General Liability coverage when required by written contract and subject to the terms and conditions of the policy. All 30-Day notice of cancellation applies to City of Clermont for General Liability, Automobile Liability, and Employers Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Ocoee 1 N Bluford Ave 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
---	---

ACORD 25 (2016/03)

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BONDING LETTER



May 21, 2025

MULLIGAN CONSTRUCTORS, INC.
1027 West Lancaster Road
Orlando, FL 32809

RE: LETTER OF BONDABILITY

To Whom It May Concern:

Mulligan Constructors, Inc. is a highly valued client of The Ohio Casualty Insurance Company (a Liberty Mutual Company) and Matson-Charlton Surety Group. We hold its management in the highest regard.

We have had the privilege of providing Mulligan Constructors, Inc., with a bonding capacity of \$50,000,000 for a single job and \$100,000,000 aggregate program.

Naturally, we reserve the right to underwrite each surety obligation individually at the time bid or performance and payment bonds are required. We also expect that the execution of any performance and payment bonds would be subject to a review and acceptance of contract, project financing, and bond forms by our client and their surety.

We confirm that The Ohio Casualty Insurance Company has a Best Rating of A (XV), and is licensed to conduct business in the State of Florida. In addition, it is listed with the United States Department of Treasury's Listing of approved sureties.

If you should need further assurances on our fine client, please contact our office.

Sincerely,

John W. Charlton

MATSON-CHARLTON SURETY GROUP

700 South Dixie Highway, Suite 100 • Coral Gables, FL 33146
Phone: 305.662.3852 • Fax: 305.661.9948
NASBP Member

09 DRUG FREE WORKPLACE STATEMENT

DRUG FREE WORKPLACE STATEMENT



At MCI, safety is our highest priority. To protect our employees, clients, and the communities we serve, we maintain a strict drug-free workplace policy. The use, possession, distribution, or sale of illegal drugs or misuse of controlled substances is prohibited.

We conduct pre-employment, random, and project-specific drug testing as required, and all employees are expected to comply with this standard.

By fostering a safe, healthy, and drug-free environment, we ensure that every project is delivered with the highest levels of professionalism, quality, and care.

THANK YOU



1027 W LANCASTER ROAD - ORLANDO, FL 32809

MULLIGANCONSTRUCTORS.COM

407.654.6523

CGC1510462 • CGC1510464

H. SUMMARY OF LITIGATION:

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

No litigation in the past 5 years.

I. ACKNOWLEDGEMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No. <u>01</u>	Dated: <u>9/12/25</u>	No. <u> </u>	Dated: <u> </u>
No. <u>02</u>	Dated: <u>9/24/25</u>	No. <u> </u>	Dated: <u> </u>
No. <u> </u>	Dated: <u> </u>	No. <u> </u>	Dated: <u> </u>
No. <u> </u>	Dated: <u> </u>	No. <u> </u>	Dated: <u> </u>

J. EXCEPTIONS:

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

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

No exceptions.

(Attach additional sheets if necessary)

K. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

Respondent shall provide a minimum of three (3) separate references of current or previous contracts with a similar scope of services to the requested services of this RFQ, within the past three (3) years, preferably with a governmental agency. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size. For each previous contract. Respondent must provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary.

Name of Project: Fire Station #87
Project Details: 9,352 SF Fire Station with Two Bays
Start date: 2020 Completion date: 2021
Contract amount: \$4,067,456
Awarding Agency: Orange County
Agency's Point of Contact: Name and Title: Scott Reekie-Project Manager
Phone number: 407-408-2152
Email address: scott.reekie@ocfl.net

Name of Project: Fire Station #68
Project Details: 8,352 SF Fire Station with Two Bays (prototype)
Start date: 2021 Completion date: 2022
Contract amount: \$4,499,971
Awarding Agency: Orange County
Agency's Point of Contact: Name and Title: Randy Nixon-Project Manager
Phone number: 407-758-3470
Email address: randy.nixon@ocfl.net

Name of Project: Fire Station #80
Project Details: 11,532 SF Fire Station with Three Bays
Start date: 2023 Completion date: 2024
Contract amount: \$5,586,126
Awarding Agency: Orange County
Agency's Point of Contact: Name and Title: Sara Flynn Kramer
Phone number: 407-836-0048
Email address: sara.flynnkramer@ocfl.net

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

Bank or other financial references:

(Attach additional sheets if necessary)

END OF INSTRUCTIONS



TRADE REFERENCES

All Pro Plumbing – Scott Harger
7205 Edgewater Drive
Orlando, FL 32810
Office: (407) 295-1000
Fax: (407) 295-0000

BAS Steel – Bill Blow
Post Office Box 44
Osteen, Florida 32764
Office: (407) 470-3694
Fax: NA

Cajun Installations – Jim Sabella
1020 Ocoee Apopka, Ste. 100
Apopka, FL 32703
Office (407) 886-7533
Fax (407) 886-6331

LMG Glass and Mirror – Kelly Smiley
1027 W. Lancaster Road
Orlando, FL 32809
Office (407) 648-0844
Fax (407) 648-0843

Taylor Mechanical – Dave Taylor
524 Alexandria Place Drive
Apopka, FL 32712
Office: (407) 886-8700
Fax: (407) 886-0600



Bank Reference:

Lupe Crum
United Community Bank
700 West Morse Blvd.
Suite 100
Orlando, Florida 32789
Office: (407) 571-7997
Email: lupe_crum@ucbi.com



RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

- ☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Mulligan Constructors, Inc.

Firm Name


Signature

Jason Mulligan-President

Name and Title (Print or Type)

9/29/25

Date

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is entered into by and between Mulligan Constructors, Inc.
(hereinafter "Recipient") and the City of Ocoee (hereinafter "City").

RECITALS

WHEREAS, City needs to disseminate certain building plans, blueprints, specifications, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a water treatment facility ("design information"), in order for it to be designed and constructed pursuant to **RFQ #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility** (the Project); and

WHEREAS such design information is exempt from public records disclosure requirements of Florida Statutes Section 119.07(1) and s. 24(a), Art. I of the Florida State Constitution. This exemption provides that design information made exempt by law may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to a public building or water treatment facility; and that the entities or persons receiving such information shall maintain the exempt status; and

WHEREAS Recipient is willing to receive disclosure of the design information pursuant to the terms of this Agreement for the purpose of bidding on the project and/or performing design services.

NOW THEREFORE, for good and sufficient consideration Recipient agrees as follows:

1. The above Recitals are acknowledged by Recipient and are incorporated herein by reference.
2. Recipient agrees that it shall prevent and protect the design information, or any part thereof, from disclosure as a public record and shall not disclose the design information to any person or entity other than one having a need for disclosure in connection with Recipient's authorized use of the design information for the purposes of submitting a response to the bid solicitation.

3. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the design information, and to require all **entities or persons receiving the design information to maintain its exempt status** and to prevent the design information from being disclosed as a public record or coming into the possession of a person or entity that is not authorized.

4. Recipient agrees that all design information shall remain the property of City. All design information and all copies thereof shall be returned to City not later than thirty (30) days after the bid opening together with a list of all of the names and addresses of all entities or persons to which the design information has been disclosed; or, in the case of a designer, not later than thirty (30) days after the project is finally completed.

Dated this 29th day of SEPTEMBER, 2025.

RECIPIENT

Signed: 

Print Name: Jason Mulligan

Title: President

Company: Mulligan Constructors, Inc.

Address: 1027 W Lancaster Road

Orlando, FL 32809

Phone No: 407-654-6523

Date: 9/29/25

COMPANY INFORMATION/SIGNATURE SHEET RFQ #25-009

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

Mulligan Constructors, Inc.

COMPANY NAME

407-654-6523

TELEPHONE (INCLUDE AREA CODE)

jmulligan@mulliganconstructors.com

E-MAIL ADDRESS



AUTHORIZED SIGNATURE (manual)

President

NAME/TITLE (print)

1027 W Lancaster Road

STREET ADDRESS

Orlando, FL 32809

CITY STATE ZIP

FEDERAL ID # 42-1657988

Individual ☒ Corporation ☐ Partnership ☐ Other (Specify) _____

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

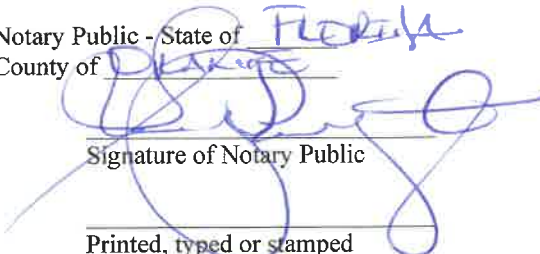
Sworn to and subscribed before me this 29th day of SEPT, 2025

Personally Known ☒ or

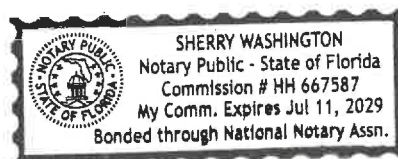
Produced Identification NA

NA
(Type of Identification)

Notary Public - State of FLORIDA
County of Orange


Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public



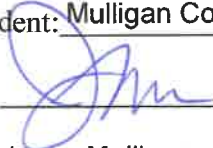
DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Respondent: Mulligan Constructors, Inc.

Signed: 

By: Jason Mulligan
(Print or Type Name)

Title: President

Date: 9/29/25

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

Note:

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

Date 9/29, 2025.

By:



President Mulligan Constructors, Inc.

(Title, Company)

Official Address (including Zip Code):

1027 W Lancaster Road

Orlando, FL 32809

CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

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

Respondent: Mulligan Constructors, Inc.

By: 
(Authorized Signature)

Printed Name and Title: Jason Mulligan-President

Date: 9/29/25

HUMAN TRAFFICKING AFFIDAVIT

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

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

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

By: _____

Print Name: Jason Mulligan

Print Title: President

Company Name: Mulligan Constructors, Inc.

STATE OF Florida

COUNTY OF Orange

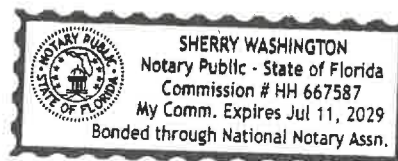
The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 29th day of SEPTEMBER, 2025, by Jason Mulligan, as PRESIDENT of MULLIGAN CONSTRUCTORS who is ☒ personally known to me or ☐ produced N/A as identification.

Public Notary Signature _____

Print Notary Name. Sherry Washington

My Commission Expires: 7/11/29

(Seal)



COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

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

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

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

Authorized Signature: [Signature]

Printed Name: Mulligan Constructors, Inc.

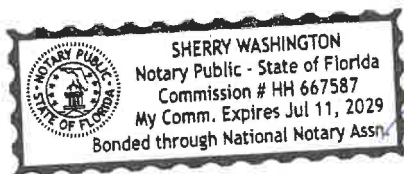
Title: President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged ☒ by physical means / ☐ by electronic means before me this 29th day of September 2025 by [Signature], who ☒ is personally known to me / ☐ presented [Signature] as identification and who ☒ did / ☐ did not take an oath.

(Seal)



Public Notary Signature [Signature]

Print Notary Name: Sherry Washington

My Commission Expires: Jul 11/29

CONTRACTOR'S E-VERIFY AFFIDAVIT

I hereby certify that Mulligan Constructors, Inc. [insert company's name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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



Print Name: Jason Mulligan-President

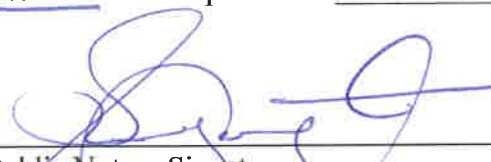
Date: 9/29/25

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9/29/25 (date) by Jason Mulligan (name of officer or agent, title of officer or agent) of Mulligan Constructors (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced AK (type of identification) as identification.

(Seal)





Public Notary Signature
Print Notary Name: Sherry Washington
My Commission Expires: 7/11/29

BONDING LETTER



May 21, 2025

MULLIGAN CONSTRUCTORS, INC.
1027 West Lancaster Road
Orlando, FL 32809

RE: LETTER OF BONDABILITY

To Whom It May Concern:

Mulligan Constructors, Inc. is a highly valued client of The Ohio Casualty Insurance Company (a Liberty Mutual Company) and Matson-Charlton Surety Group. We hold its management in the highest regard.

We have had the privilege of providing Mulligan Constructors, Inc., with a bonding capacity of \$50,000,000 for a single job and \$100,000,000 aggregate program.

Naturally, we reserve the right to underwrite each surety obligation individually at the time bid or performance and payment bonds are required. We also expect that the execution of any performance and payment bonds would be subject to a review and acceptance of contract, project financing, and bond forms by our client and their surety.

We confirm that The Ohio Casualty Insurance Company has a Best Rating of A (XV), and is licensed to conduct business in the State of Florida. In addition, it is listed with the United States Department of Treasury's Listing of approved sureties.

If you should need further assurances on our fine client, please contact our office.

Sincerely,

John W. Charlton

MATSON-CHARLTON SURETY GROUP

700 South Dixie Highway, Suite 100 • Coral Gables, FL 33146
Phone: 305.662.3852 • Fax: 305.661.9948
NASBP Member

CITY OF OCOEE

**REQUEST FOR QUALIFICATIONS
(RFQ) #25-009**

**CONSTRUCTION MANAGER AT RISK
(CMAR) FOR THE NEW OCOEE
FIRE STATION #38 FACILITY**



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CONSTRUCTION MANAGER AT RISK (CMAR)
FOR THE NEW OCOEE FIRE STATION #38 FACILITY

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*Submit with Qualification Package

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Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the “City”) is soliciting sealed statements of qualifications for **RFQ #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility**. Qualification Packages will only be accepted electronically through Euna Procurement f/k/a Bonfire, a free e-Procurement platform, **until 2:00 pm, local time, on September 30, 2025**. Qualification Packages received after that time or through any other method will not be accepted under any circumstances. Qualification Packages that have been timely received will be publicly opened, virtually online and the name of the responding firms read aloud at that time; instructions will be provided at <https://www.ocoe.org/959/Public-Bid-Meetings>. A Pre-Submittal conference is not scheduled at this time. All questions regarding this RFQ shall be in writing and directed to Shannon Hopper, CPPB, Purchasing Technician, II, at shopper@ocoe.org AND Alexis Chentouf, Purchasing Technician, at achentouf@ocoe.org, or through the project file on Euna Procurement. Prospective respondents may secure a copy of the documents required for submitting a qualification package at no charge through the Euna Procurement platform by accessing the City’s published solicitation page at <https://ocoe.bonfirehub.com>. For more information, visit <https://www.ocoe.org/323/Purchasing>. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Euna Procurement Platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, August 31, 2025.

**CITY OF OCOEE
REQUEST FOR QUALIFICATIONS “RFQ” #25-009
CONSTRUCTION MANAGER-AT-RISK
FOR THE NEW OCOEE FIRE STATION #38 FACILITY**

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the Consultants’ Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq., and Florida Statutes Section 255.103, Construction Management or Program Management Entities, et seq., and the policies and procedures of the City of Ocoee (City), is soliciting sealed statements of qualifications from qualified Construction Manager at Risk firms (CMAR) that will be responsible for construction administration and general contracting services resulting in successful, timely, and economic completion of the City’s Fire Station #38 Project for the best possible value.

Construction management services shall include but not necessarily be limited to:

- a. Pre-construction Phase services, including design and construction document review and recommendations in collaboration with the project design team;
- b. Submission of a Guaranteed Maximum Price and Guaranteed Completion Date;
- c. Construction Phase services, conditioned upon acceptance of the Guaranteed Maximum Price and Guaranteed Completion Date offered by the firm.

Interested firms or individuals must be experienced in providing CMAR services for projects of a scope and nature comparable to those described. The construction management entity must have the ability to secure an appropriate surety bond pursuant to s. 255.05, and in conformance with City requirements, and must hold construction subcontracts. Use of qualified subcontractors for specialty work is acceptable. To be considered, the firm or individual shall be a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County, and City of Ocoee codes, regulations, and laws. Respondents are to include a copy of all applicable licenses held by firms or subcontractors proposed to perform work.

2. The City intends to award a single contract to one (1) firm deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFQ.
3. Prospective Respondents may secure a free copy of the documents required for submitting a statement of qualifications through the Euna Procurement platform by accessing the City’s published solicitation page at <https://ocoe.bonfirehub.com>. For more information visit <https://www.ocoe.org/323/Purchasing>. Prospective Respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Euna Procurement platform; there is no charge to use Euna Procurement. Partial sets of documents required for submitting a statement of qualifications will not be issued.

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

Registration with Euna Procurement is free and is required prior to submitting a Response. You will be required to register once you click the "PREPARE YOUR SUBMISSION" in the solicitation file. It is suggested your company register no later than 24 hours in advance of the submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Euna Procurement Support Desk by emailing support.bonfire@eunasolutions.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

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

5. Pre-Submittal Conference: Not scheduled at this time.
6. **Deadline for Receipt of Questions:** The City will receive questions regarding this RFQ only through written inquiries directed to Shannon Hopper, CPPB, Purchasing Technician, II, at shopper@ocoe.org with a copy to Alexis Chentouf, Purchasing Technician, at achentouf@ocoe.org, or through the project file on Euna Procurement. The deadline for receipt of questions is **September 23, 2025, at 2:00 p.m., local time**. Questions received after that time may not be answered. Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Euna Procurement.
7. Prospective Respondents should not contact City staff, with the exception of the Purchasing Technician, members of the Ocoe City Commission or other City consultants for information regarding this RFQ before the award date. Any contact with any other member of City Staff, City Commission, or its Agents during the solicitation, award, and protest period may be grounds for disqualification.

8. Each qualifications package should consist minimally of a cover letter, statement of qualifications, conflict of interest disclosure form, and company information form (attached at the end of these instructions). Respondents should also include a copy of all applicable licenses held by the CMAR and key staff/project team proposing to perform the work. Qualification packages should be limited to a total of **fifty (50) 8.5”x 11” pages** (required forms are excluded from page count), single-sided, portrait orientation, 12-point font if possible. Additional requirements are included in the Submittals section of this RFQ. Any qualifications package failing to conform to these specifications is subject to rejection. The person signing the signature sheet on behalf of the respondent must have the legal authority to bind the respondent to the submitted qualification package and shall be understood to do so. All expenses for providing a qualification package to the City in response to this RFQ shall be borne by the Respondent.
9. **Submission Deadline:** Respondents shall submit one (1) complete electronic copy of their qualification package on the Euna Procurement Platform. Qualification packages must be received by Euna Procurement no later than **2:00 p.m., local time, on September 30, 2025.** **A virtual public bid opening will be held at approximately 2:01 p.m. or as soon thereafter as possible.** Any attempt to submit a qualification package after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualification package **uploaded and submitted** on the Euna Procurement Platform prior to the due date and time.
10. Action on qualification packages is expected to be taken by the City Commission within ninety (90) days of the submission opening date; however, no guarantee or representation is made herein as to the time between receipt of the qualification package and subsequent City Commission action. A more detailed schedule is given below.
11. All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. The provisions of the Consultant’s Competitive Negotiations Act (Section 287.055, Florida State Statutes) and the provisions of Section 255.103, Florida State Statutes shall apply, where applicable.
12. The successful Respondent shall be required to execute an Agreement, in form and content acceptable to the City, indemnifying and holding harmless the City, its officials, officers, employees, and agents from all claims.
13. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida Statute 287.133 (2) (a).]

14. **FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request of proposal become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.
15. **PUBLIC RECORDS COMPLIANCE.** The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. Contractor agrees to comply with Florida's Public Records Law. Specifically, Contractor shall:
 1. Keep and maintain public records required by City to perform the service.
 2. Upon request from the City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.
 4. Upon completion of the contract, Contractor agrees to transfer at no cost to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public record to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.
 5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, CCDL@OCOEE.ORG, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

16. **PATENT INDEMNITY:** Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and persons employed or utilized by the Respondent in the performance of the construction contract.

Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the Respondent uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

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

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

18. **Competitively Bid Self-Performed Work**

If Construction Manager chooses to submit its own bid to perform a certain portion of the Work, Construction Manager shall provide advance notice to Owner and use commercially reasonable efforts to solicit and disclose to Owner a minimum of three (3) competitive and obtainable subcontractor bids (two (2) of which shall be local subcontractors) obtained after Construction Manager submits its bid to Owner in good faith that will be equitably compared with Construction Manager's dollar amount for the same scope of Work to allow Owner to determine which would be in the Owner's best interests, unless a different process is mutually agreed upon by Owner and Construction Manager. Should a minimum of three (3) competitive bids not be achieved, the Owner may reject the Construction Manager's bid or the Construction Manager at the Owner's option may self-perform the scope of Work under a GMP not-to-exceed amount equal to the Construction Manager's bid. Construction Manager's bid amount shall be submitted to Owner no later than the day before the Subcontractor bids are disclosed to Construction Manager and/or Owner. In connection with

determining which bid is in the Owner's best interests, after receipt of all bids, but before making a decision on which bid will be accepted, Owner will discuss with Construction Manager the impact of accepting each such bid on the project schedule, the project cost, and the Construction Manager's business model.

19. PERFORMANCE AND PAYMENT BONDS:

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

20. CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION: Respondent declares by submission of a qualification package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

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

Respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, the Respondent agrees to immediately notify the City in writing. **Submit attached form with Proposal.**

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

Respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Respondent offers and agrees that if this negotiation is accepted, Respondent will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the

Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to Respondent. The bid constitutes a firm and binding offer by Respondent to perform the services as stated.

21. **DRUG-FREE WORKPLACE:** Provide a statement concerning Respondent's status as a Drug-Free Workplace or evidence of an implemented drug-free workplace program. **Submit attached form with Proposal.**
22. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** Respondent certifies that Respondent does not and will not maintain or provide for Respondent's employees any segregated facilities at any of Respondent's establishments and that Respondent does not permit Respondent's employees to perform their services at any location, under Respondent's control, where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking facilities provided for employees which are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Respondent agrees that (except where Respondent has obtained identical certification from proposed contractors for specific time periods) Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that Respondent will retain such certifications in Respondent's files. **Submit attached form with Proposal.**

The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

23. **PUBLIC ENTITY CRIME STATEMENT:**
All invitations to bid, requests for proposals, and invitations to negotiate, as defined in s. 287.012, and any contract document described by s. 287.058 shall contain a statement informing persons of the provisions of (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

All Respondents that submit a Proposal or a Bid to the City of Ocoee guarantee they

have read the above statement and by signing the submitted documents are qualified to do so under Section 287.133 (2)(a), Florida Statutes.

24. **SCRUTINIZED COMPANIES:** Respondent certifies that the company is not participating in a boycott of Israel. Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. **Submit attached form with Proposal.**
25. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.
26. **HUMAN TRAFFICKING:** Pursuant to Florida Statute, §787.06(13), when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in §787.06(2)(a) Florida Statutes. **Submit attached affidavit with Proposal.**
27. **FOREIGN COUNTRIES OF CONCERN:** Pursuant to Florida Statute 287.138(4)(a), a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Florida Statute 287.138(2)(a)-(c). **Submit attached affidavit with Proposal.**

28. E-VERIFY REGISTRATION AND USE: By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.
- A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
 - B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
 - C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify.
 - D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.
Submit attached affidavit with Proposal.

29. PAYMENT TERMS:

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

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

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

The City expects the CMAR to administer an Owner Direct Purchase program to save applicable taxes. The City of Ocoee, Florida has the following tax exemption certificates assigned:

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

30. SAFETY REQUIREMENTS:

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

- a. All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910, General Industry Standards, that are applicable in construction work.
- b. The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
- c. Assure that a certified first aid person is designated, phone numbers of physicians, hospital and ambulance services are posted (copy to Personnel Director, City of Ocoee) and that a first aid kit is available.
- d. All individuals are required to wear hard hats on all construction sites.
- e. Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
- f. Observe the speed limit on City property.
- g. Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
- h. Scaffolds shall have guard rails on all open sides and secured to prevent

displacement.

- i. Powder actuated stud guns or low velocity and/or similar powder actuated tools require eye and ear protection as well as to ensure that all unauthorized personnel are well clear.
- j. Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
- k. All heavy equipment must have, where applicable, (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (e) fire extinguisher, (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
- l. Construction material shall not be stored so as to block exits.
- m. Ground fault circuit interrupters are required on all electrical circuits not part of the permanent wiring of the building.
- n. Personal fall protection must be provided at elevations exceeding ten (10) feet.
- o. Per City Ordinance, any Contractor using construction dumpsters within the City of Ocoee must obtain these services through the City's Franchisee.

B. INSURANCE TERMS AND CONDITIONS

The successful respondent shall be required to provide evidence of General (Public & Property) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Chapter 440, Florida Statutes.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.
2. Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

3. Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:
4. Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - All covered automobile will be covered via symbol 1
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Ocoee
5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.
 - \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Ocoee
6. Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.
7. Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
8. Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 AGGREGATE

Commercial Umbrella:

 - \$5,000,000

Builders Risk:

 - \$5,000,000
9. Certificates of Insurance: Certificate of Insurance Form (see sample on following page), naming the City of Ocoee as an additional insured will be furnished by the Contractor

upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:

- The name of the Insured Contractor, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID - JC FRAZZE-1	DATE (MM/DD/YYYY) 11/04/04
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Contractor's Name Address		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: AM Best Rating A- or Better	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
COVERAGES			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)
X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		
			LIMITS
			EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000
			MED EXP (Any one person) \$ 5,000
			PERSONAL & ADV INJURY \$ 1,000,000
			GENERAL AGGREGATE \$ 2,000,000
			PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		
			COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
			BODILY INJURY (Per person) \$
			BODILY INJURY (Per accident) \$
			PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO		
			AUTO ONLY - EA ACCIDENT \$
			OTHER THAN AUTO ONLY - EA ACC \$
			AGG \$
	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$		
			EACH OCCURRENCE \$ 1,000,000
			AGGREGATE \$ 2,000,000
			\$
			\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER Builders Risk		
			WC STATUTORY LIMITS OTHER
			E.L. EACH ACCIDENT \$ 500,000
			E.L. DISEASE - EA EMPLOYEE \$ 500,000
			E.L. DISEASE - POLICY LIMIT \$ 500,000
			Any 1 Loc 100,000
			Any 1 Occ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS			
The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.			
CERTIFICATE HOLDER		CANCELLATION	
City of Ocoee 150 N. Lakeshore Drive Ocoee FL 34761-2258		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		AUTHORIZED REPRESENTATIVE	

ACORD 25 (2001/08)

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SAMPLE

Note: Certificate Holder section on COI is to be listed as follows:

City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761

C. SCOPE OF SERVICES

The CMAR selected for the work will provide:

1. Pre-construction services including thorough document review and identification for constructability, completeness, redundancies, gaps, the development of cost containment strategies, value engineering, and development of design phase estimate and preparation of a Guaranteed Maximum Price (GMP) and Guaranteed Delivery Date.
2. Construction phase administration, including all scheduling and construction phasing of the work, coordination with the other development work that may be concurrently occurring adjacent to the work site, general contracting services (for all trades and including self-performance of work at the CMAR's option and with City approval), coordination with private and public utilities, securing of all required local construction permits (there is no cost for City-issued permits), and administration of an Owner-Direct Purchase program to save applicable taxes.

CITY OF OCOEE, FLORIDA REQUEST FOR QUALIFICATIONS (RFQ) # 25-009 CONSTRUCTION MANAGER-AT-RISK FOR THE NEW OCOEE FIRE STATION #38 FACILITY

The City of Ocoee is seeking the services of firms interested in providing Construction Manager services for the new Ocoee Fire Station #38 Facility. The new Fire Station #38 facility will be a new approximately 7,500 sf, 3-bay fire station located on N. Lakewood Ave between 2nd Ave and Banyan Blvd. The City has retained JL2 Architecture, LLC to prepare the design and construction documents for this project. The estimated budget for this project is \$5,000,000 and construction is expected to begin on or after April 2026.

This project will require all general construction services necessary to complete site improvements and the new Fire Station #38 Facility.

SCOPE OF SERVICES

The scope of services shall consist of, but not be limited to:

- Construction of a new approximately 7,500 sf, 3-bay fire station facility and related site improvements at property.
 - The site shall be laid out as a secure, 24-hour facility with public and staff parking.
 - The new Fire Station facility shall comply with Florida Building Code, National Fire Protection Association (NFPA), National Electric Code (NEC), FBC Accessibility Code, City of Oviedo land development code, applicable codes and standards. The facility shall accommodate future growth.

Part A – Preconstruction Phase:

- Attend project meetings, workshops, and council meetings.

- Conduct field investigations and prepare reports.
- Review phase design submissions to evaluate cost and construction considerations.
- Work closely with the City's Architect/Engineer consultant, under separate contract with the City, in developing feasibility and cost scenarios to assist City staff with a capital improvements estimate recommendation to City Council for the Public Fire Station project.
- Make recommendations regarding alternative construction materials, methods, or concepts that may be of benefit to the City.
- Review A/E consultant's submittals and make recommendations relating to cost, constructability, and other such technical and economical characteristics of a particular design or material selection.
- Provide cost estimates for each progressive design phase.
- Submit detailed cost estimates, critical path method calendar schedules, and reports at phased levels of Architect/Engineer plans completion.
- Solicit, schedule, and lead pre-bid meetings.
- Solicit and evaluate subcontractor qualifications.
- Prepare subcontractor bid packages utilizing Architect/Engineer consultant drawings and specifications.
- Solicit and evaluate subcontract bids.
- Develop bid alternatives and value engineering options to meet established construction budget.

Part B – Construction Phase: Construction Management General Contracting services for construction of the Project per the attached contract for Construction Manager at Risk attached and the Guaranteed Maximum Price Proposal as required in the attached contract documents.

D. SUBMITTALS

Qualifications packages shall be designed to portray to the City how the respondent's services can best match the knowledge, skills, and abilities suggested by the anticipated Scope of Services given above. Interested firms or individuals must be experienced in providing CMAR services and shall be a licensed General Contractor in the State of Florida in good standing. Use of qualified subcontractors for specialty work is acceptable and expected. To be considered, the firm or individual must be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County, and City of Ocoee codes, regulations, and laws. Please include a copy of all applicable licenses held by the CMAR firm and project team proposed to perform work.

In order for the City to evaluate the qualification package, each Respondent shall provide information relative to their ability to provide services that will best meet the needs of the

City. The required submission materials include the following:

I. CMAR's Qualifications

- List of CMAR's key employees/project team members, their qualifications/resumes, and their role in providing the desired City services.
- CMAR's and key employee's/project team members' certifications and licenses with regulatory agencies, professional organizations, etc.
- Provide a project staff organization chart for the entire CMAR team. Identify your Preconstruction team, include the anticipated time commitment provided by each during the preconstruction phase.
- Similarly, identify your key staff members on your Construction team, include the anticipated time commitment provided by each during the Construction phase.
- List of CMAR's current or recent successfully completed similar projects within the past five (5) years with other public or private agencies which illustrates the experience of the CMAR.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.
- Current and projected workload of the CMAR, provide project and client names and project commencement and projected completion dates, and construction dollar value of the project.
- Project Approach: Briefly describe the CMAR's understanding of the project and how the CMAR would accomplish this work.

II. Other Forms (not included in page limit)

- Attach a Letter of Intent from a qualified surety company indicating the Respondent's bonding capacity for this project (performance and payment bond) and the surety's willingness to issue such a bond that is in compliance with Florida Statute 255.05, on the City's forms provided in this RFQ, in an amount in excess of the estimated budgeted amount shown in the Scope of Services section of this RFQ.
- Conflict of Interest Disclosure Form.
- Confidential Disclosure Agreement for Public Building.
- Company Information/Signature Sheet.
- Drug-Free Workplace Certification
- Scrutinized Companies Form
- Human Trafficking Affidavit
- Company Not an Entity of Foreign Country of Concern
- Contractor's E-Verify Affidavit
- Exceptions to the Contract Documents
- Addendum Acknowledgement, if applicable.
- Minority Business Enterprise Certification for the CMAR firm, if applicable. Attach copy of State of Florida or County MBE Certificate.
- Summary of Litigation: if none, please state. Provide a summary of any litigation claim(s), bid or contract dispute(s) filed by or against the CMAR firm in the past five (5) years which is related to the services that the CMAR firm provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

E. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFQ	Request for qualifications advertised
23 days later	Last day for questions
30 days later	Statements of qualification are due
35 days later	Qualification statements distributed to Evaluation Committee
45 days later	Evaluation committee meeting held
50-60 days later	Interviews of the top three or more Respondents, if possible
Next meeting	Short-list of ranked firms recommended to City Commission

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

F. SELECTION PROCESS

1. The criteria for selection shall be based on the criteria listed in the RFQ. The City reserves the right, before awarding the contract, to require a Respondent to submit additional evidence of its qualifications, as the City may deem necessary, and shall conduct discussions with, and may require oral presentations by, no fewer than three (3) firms, if possible. The City shall be the sole judge of the competency of Respondents.
2. A City evaluation committee will evaluate each respondent's qualifications and after interviews and/or oral presentations will short-list and recommend to the City Commission the top three (3) firms, if possible, in ranked order of qualifications based upon the evaluation committee's evaluation of the responses and any client references. All Respondents shall be notified via Euna Procurement or other means of the evaluation committee's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by the evaluation committee shall be final. The City Commission shall be the final authority in the award or rejection of any and all responses.
3. The City will apply the negotiation requirements of Section 287.055, Fla. Stat., (a.k.a., CCNA). The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.
4. The successful Respondent shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequent executed by both parties. The draft of this agreement is provided in Attachment 4.

5. The following criteria will be used to evaluate the timely-received submissions:

Evaluation Criteria	Maximum Points
1. Overall expertise of the CMAR to provide requested services: • Building construction of the type anticipated • Public facility and fire station facility construction • General civil construction	35
2. Experience of the CMAR Project Team	30
3. Project approach and understanding of the project	20
4. Current and projected workload of the CMAR	10
5. Certified minority business enterprise	5
Total Possible Points	100

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

G. BID PROTESTS

All Bid Protests shall be submitted to the Purchasing Agent in the following manner: by email directed to Shannon Hopper, shopper@ocoee.org; Alexis Chentouf, achentouf@ocoee.org; and a copy to Joyce Tolbert, Procurement Manager, jtolbert@ocoee.org:

1. A Bidder **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
2. A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.
3. The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
4. The bid protest **shall** be filed with the Purchasing Agent not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
5. The Purchasing Agent, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

H. SUMMARY OF LITIGATION:

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

I. ACKNOWLEDGEMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

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

J. EXCEPTIONS:

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

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

(Attach additional sheets if necessary)

K. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

Respondent shall provide a minimum of three (3) separate references of current or previous contracts with a similar scope of services to the requested services of this RFQ, within the past three (3) years, preferably with a governmental agency. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size. For each previous contract. Respondent must provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary.

Name of Project: _____
Project Details: _____

Start date: _____ Completion date: _____
Contract amount: _____
Awarding Agency: _____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

Name of Project: _____
Project Details: _____

Start date: _____ Completion date: _____
Contract amount: _____
Awarding Agency: _____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

Name of Project: _____
Project Details: _____

Start date: _____ Completion date: _____
Contract amount: _____
Awarding Agency: _____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

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

Bank or other financial references:

(Attach additional sheets if necessary)

END OF INSTRUCTIONS



RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

- _____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.
- _____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is entered into by and between _____
(hereinafter “Recipient”) and the City of Ocoee (hereinafter “City”).

RECITALS

WHEREAS, City needs to disseminate certain building plans, blueprints, specifications, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a water treatment facility (“design information”), in order for it to be designed and constructed pursuant to **RFQ #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility** (the Project); and

WHEREAS such design information is exempt from public records disclosure requirements of Florida Statutes Section 119.07(1) and s. 24(a), Art. I of the Florida State Constitution. This exemption provides that design information made exempt by law may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to a public building or water treatment facility; and that the entities or persons receiving such information shall maintain the exempt status; and

WHEREAS Recipient is willing to receive disclosure of the design information pursuant to the terms of this Agreement for the purpose of bidding on the project and/or performing design services.

NOW THEREFORE, for good and sufficient consideration Recipient agrees as follows:

1. The above Recitals are acknowledged by Recipient and are incorporated herein by reference.
2. Recipient agrees that it shall prevent and protect the design information, or any part thereof, from disclosure as a public record and shall not disclose the design information to any person or entity other than one having a need for disclosure in connection with Recipient's authorized use of the design information for the purposes of submitting a response to the bid solicitation.

3. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the design information, and to require all **entities or persons receiving the design information to maintain its exempt status** and to prevent the design information from being disclosed as a public record or coming into the possession of a person or entity that is not authorized.

4. Recipient agrees that all design information shall remain the property of City. All design information and all copies thereof shall be returned to City not later than thirty (30) days after the bid opening together with a list of all of the names and addresses of all entities or persons to which the design information has been disclosed; or, in the case of a designer, not later than thirty (30) days after the project is finally completed.

Dated this _____ day of _____, 20__.

RECIPIENT

Signed:_____

Print Name:_____

Title:_____

Company:_____

Address:_____

Phone No:_____

Date:_____

COMPANY INFORMATION/SIGNATURE SHEET RFQ #25-009

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

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

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

NAME/TITLE (print)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID #

____ Individual ____ Corporation ____ Partnership ____ Other (Specify) _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____ or

Produced Identification _____

(Type of Identification)

Notary Public - State of _____
County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Respondent: _____

Signed: _____

By: _____
(Print or Type Name)

Title: _____

Date: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

Note:

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

Date _____, 20____.

By:

(Title, Company)

Official Address (including Zip Code):

CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

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

Respondent: _____

By: _____
(Authorized Signature)

Printed Name and Title: _____

Date: _____

HUMAN TRAFFICKING AFFIDAVIT

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

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

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

By: _____
Print Name: _____
Print Title: _____
Company Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202____, by _____, as _____ of _____, who is ☐ personally known to me or ☐ produced _____ as identification.

(Seal)

Public Notary Signature
Print Notary Name: _____
My Commission Expires: _____

COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

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

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

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

Authorized Signature: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged ☐ by physical means / ☐ by electronic means before me this _____ day of _____, 20____, by _____, who ☐ is personally known to me / ☐ presented _____ as identification and who ☐ did / ☐ did not take an oath.

(Seal)

Public Notary Signature

Print Notary Name: _____

My Commission Expires: _____

CONTRACTOR'S E-VERIFY AFFIDAVIT

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

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

Print Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(Seal)

Public Notary Signature

Print Notary Name: _____

My Commission Expires: _____

PERFORMANCE BOND

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

WHEREAS, Principal, has by written agreement dated _____, entered into a contract, (hereinafter referred to as the "Contract") with Obligee for the construction of _____ (hereinafter referred to as the "Project") in accordance with the plans and specifications prepared by JL2 Architecture, LLC, dated _____; and

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

_____Principal

By:_____ (SEAL)

_____ (Official Title)

_____Surety

By:_____ (SEAL)

_____ (Official Title)

NOTES:

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

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

Statutory Payment Bond

Pursuant to Florida Statutes, 255.05, et seq.

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

WHEREAS, the Principal has entered into a written Contract with the Obligee dated
_____, 20____ to perform, as Contractor, in accordance with the Contract
and Contract Documents, which Contract and Contract Documents are hereby incorporated herein
by reference.

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

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

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

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

_____(Seal)
(Principal)

By _____
(Name & Title)

(Signature)

Witness or Secretary's Attestation

_____(Seal)
(Surety)

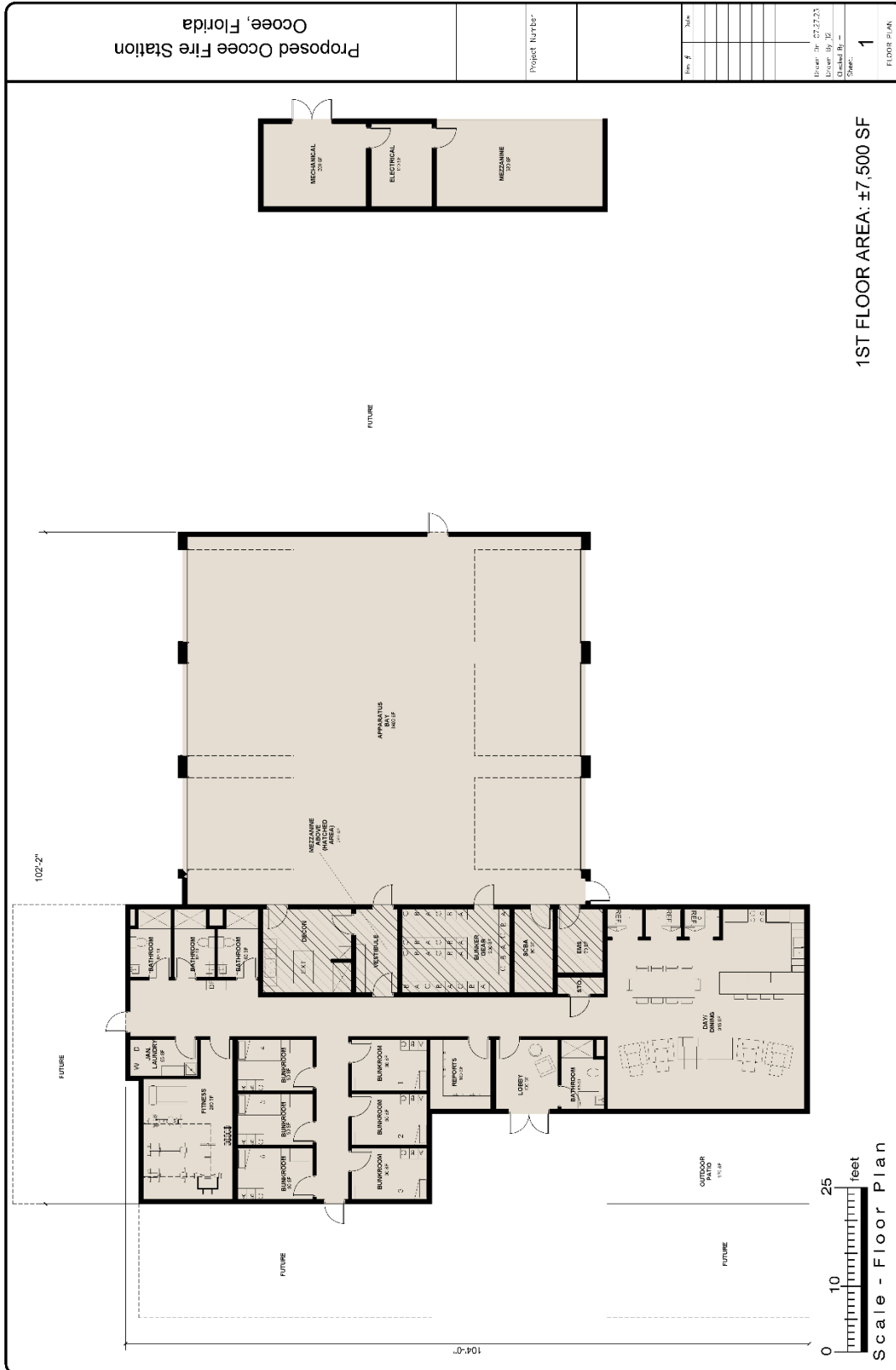
By _____
(Name & Title*)

(Signature)

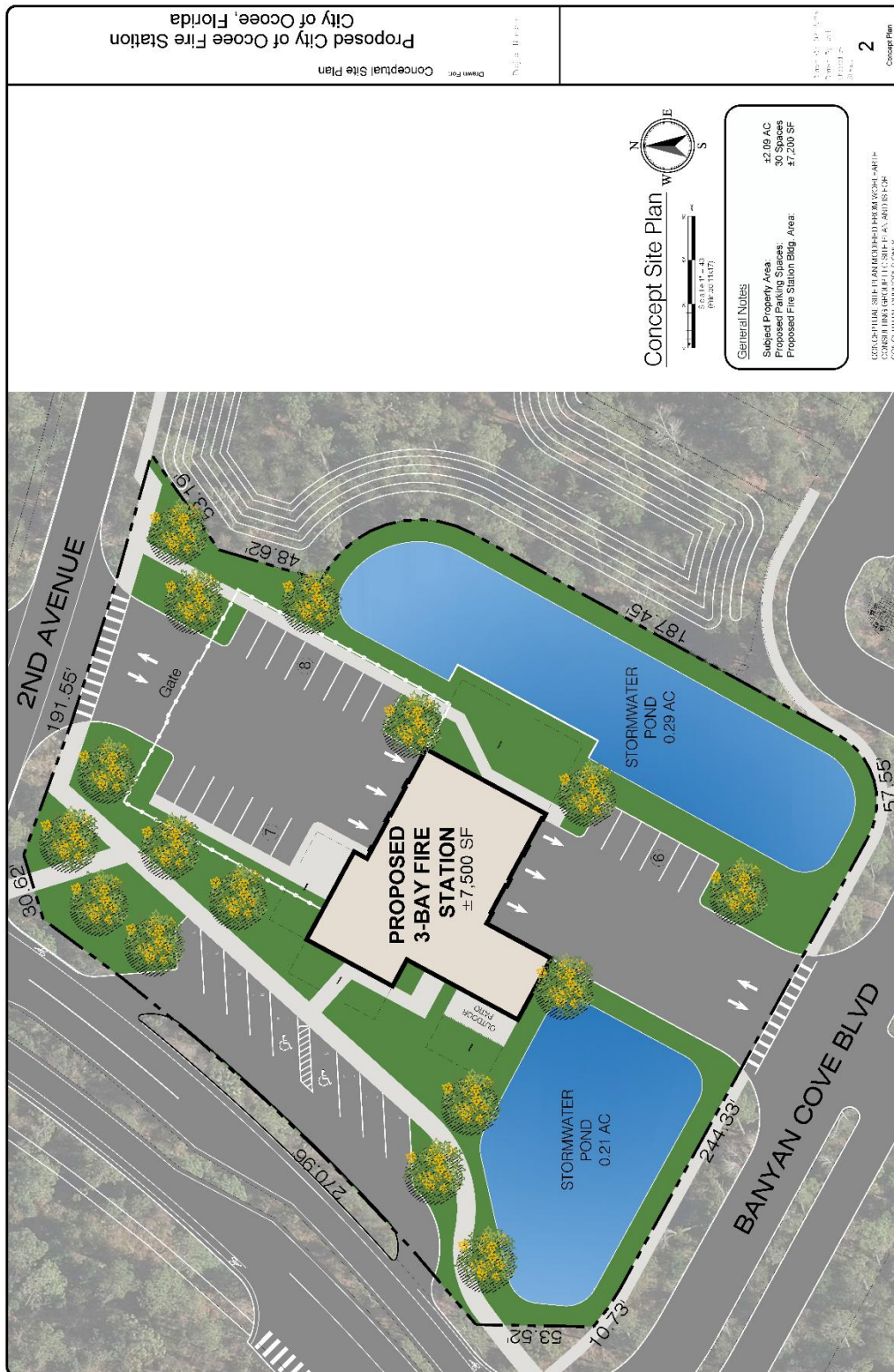
Witness or Secretary's Attestation

*Attach Power-Of-Attorney

ATTACHMENT “1” CONCEPTUAL FLOOR PLAN



ATTACHMENT "2" CONCEPTUAL SITE PLAN



**ATTACHMENT “3”
PROPOSED DESIGN SCHEDULE**

Total Design Phases = 7 months

Phase One – Planning = 30 days

*Includes in meeting page turn for City Review

Phase Two – Schematic Design = 60 days

*Includes in meeting page turn for City Review

Phase Three – Design Development = 60 days

*Includes in meeting page turn for City Review

Phase Four – Construction Documents

90% Construction Documents = 45 days

*Includes 2 weeks City Review

100% Construction Documents = 15 days

*Includes 1 week City Review

Phase Five – Permitting & Bidding = 90 days (estimated)

Phase Six – Construction Administration/Close Out = 12 months (estimated)

**ATTACHMENT “4”
PROPOSED CONSTRUCTION MANAGER AT RISK AGREEMENT
INCLUDING EXHIBITS**

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

September 12, 2025

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #25-009 CONSTRUCTION MANAGER AT RISK FOR THE
NEW OCOEE FIRE STATION #38 FACILITY

This addendum shall modify and become a part of the original RFQ Documents. This addendum consists of one-hundred six (106) pages, including attachments. Respondents should acknowledge receipt of this addendum in the space provided in the RFQ Documents. Failure to do so may subject the Respondent to disqualification. All dates remain the same.

Amendments to the RFQ Documents are as follows:

1. The site location provided in the Scope of Services on Page 17 of the RFQ Document is revised as follows in order to provide the address of the site:

2121 N. Lakewood Ave., Ocoee, FL 34761. The site is located between 2nd Avenue and Banyan Cove Blvd.

2. The RFQ Document is amended to include the Attachment 4 which was listed on the RFQ's Table of Contents: Proposed CMAR Agreement listed on the TOC as Attachment 4.

Attachment "4" is as total of 105 pages and includes the Attachment "4" cover page, Proposed Agreement, Exhibits A – M, and General Conditions of the Contract for Construction.

Shannon Hopper

Shannon Hopper, CPPB
Purchasing Technician II

cc: Steve Krug, P.E., Public Works Director

**ATTACHMENT “4”
PROPOSED CONSTRUCTION MANAGER AT RISK AGREEMENT
INCLUDING EXHIBITS**

DRAFT AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Ocoee, a Florida municipal corporation, »
«1 N. Bluford Ave.»
«Ocoee, FL 34761»
«a Florida municipal corporation »

and the Construction Manager:
(Name, legal status, address, and other information)

«
»
« »

for the following Project:
(Name, location, and detailed description)

«RFQ #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility »
«This Project will be a new, approximately 7,500 sf, 3-bay fire station located at 2121 Lakewood Ave. between 2nd Ave and Banyan Cove Blvd., Ocoee, FL 34761. The work will include site development of an approximate 3.2-acre site and modification of an adjacent existing stormwater pond. »

The Architect:
(Name, legal status, address, and other information)

JL2 Architecture
1678 Kingston Rd.
Longwood, FL 32750

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«The City of Ocoee Fire Station #38 shall be a new approximately 7,500 sf 3-bay fire station.»

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«The existing site footprint is approximately 3.2 acres with other required site development features such as public parking and staff parking, aprons for fire vehicles and modification of an existing stormwater pond.»

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

The Project budget shall not exceed \$5,000,000 with a Construction budget not to exceed \$4,500,000, unless specifically authorized in writing by the Owner.

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design Phase execution	To be determined within 30 days of contract
Design Development Phase	TBD
Construction Documents Phase	TBD
Owner Review & Comment 14 Days per Phase	TBD
Design Phases Subtotal:	TDB
Bidding / GMP Coordination	TBD
Construction Administration Phase	TDB
Total Days	TDB« »

.2 Construction commencement date:

«TBD »

.3 Substantial Completion date or dates:

«List in number of days as in the item above »

.4 Other milestone dates:

« Final Punch and Closeout shall be completed within 60 days from Substantial Completion. Failure to complete within this timeframe may result in liquidated damages as specified in the Contract Documents. »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

« »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

«Steve Krüg, P.E.
Public Works Director
City of Ocoee »
«1 N. Bluford Ave.»
«Ocoee, FL 34761»
«SKrug@ocoe.org
«407-905-3170 »

AND

Owner's Representative
ZHA Inc.
2290 Lucien Way, Suite 300
Maitland, FL 32751
407-422-7487

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

« »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:
TBD

.2 Civil Engineer:
TBD

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

TBD

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

o

« Johnnie Lorhum
JL2 Architecture
1678 Kingston Rd.
Longwood, FL 32750
»

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

« »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

« »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« »

§ 1.1.15 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule and the Construction Manager's services. Any adjustment to the Construction Manager's compensation must be approved in writing by the Owner. The Owner may adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior written notice to the other party. Any replacement Construction Manager representative must be approved in writing by the Owner.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. In the event of inconsistencies, the order of precedence shall be:

1. This Agreement
2. The GMP Amendment
3. Change Orders
4. The General Conditions (A201-2017)
5. Specifications
6. Drawings
7. RFQ #25-009 including all addendums, if any
8. Construction Manager's response to RFQ #25-009
9. All written proposals from Construction Manager
10. Other referenced Documents

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and acknowledges its fiduciary duty to the Owner and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with this Agreement. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information;

Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER’S RESPONSIBILITIES

The Construction Manager’s Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager’s Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise the highest standard of care and professional skill in performing its Preconstruction Services. The Owner shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner’s program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.1.3.3 If building information modeling is to be used on the Project, the Construction Manager and Owner will establish building information modeling and digital data protocols for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and update monthly, or more frequently if requested by Owner, a Project schedule for the Architect’s review and the Owner’s acceptance. The Project schedule shall identify items that affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's review and approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner and Construction Manager, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner's review and approval. The Construction Manager shall inform the Owner in writing within 48 hours in the event that the estimate of the Cost of the Work exceeds or is likely to exceed the latest approved Project budget, and make detailed recommendations for corrective action. Failure to provide timely notice may result in the Construction Manager bearing responsibility for cost overruns.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager shall work with the Owner to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and make recommendations regarding constructability and schedules, for the Owner's review and approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

§ 3.1.12.1 The Construction Manager shall prepare, for the Owner's review and acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on commercially reasonable terms and conditions, with reasonable input from the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.12.2 Construction Manager will participate in the Owner Direct Purchase savings program. The city may elect to purchase Project goods directly from providers to realize sales tax savings, as permitted by Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative code. Any such election shall be limited to purchases for goods which are valued at \$10,000.00 or greater.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Agreement, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Drawings and Specifications are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The "Construction Contingency" shall be identified and carried as a separate line item which shall be included in the Guaranteed Maximum Price for the Cost of the Work.

- .1 Construction Contingency: The "Construction Contingency for this project shall be x percent (x) of the Cost of the Work will be determined at the GMP.

The Construction Contingency is permitted to be used by Construction Manager for compensation to Construction Manager, its subcontractors and material suppliers, for minor errors, omissions, conflicts, or inconsistencies that may exist within the Contract Documents, variances between subcontractor bids and budgeted amounts, or other additional costs directly related to the scope of Work that may arise during the Project that are not subject to a Change Order under this Agreement. The Construction Contingency shall not be used for:

- (1) compensation to Construction Manager, or its subcontractors and material suppliers, for concealed conditions, Project additions, enhancements, scope changes or allowance adjustments, which shall be subject to Change Order in accordance with the terms of the Agreement;

- (2) general conditions/general requirements, personal injury claims, third party property damage claims, or for any other third party claims not directly related to the scope of Work;
- (3) for any use which would be or may be covered under any other contingency fund; or
- (4) for any cost overruns for any portion of the Work that is self-performed by Construction Manager (and it shall not be unreasonable for the Owner to deny use of the Construction Contingency for such purpose); and
- (5) for repairs, adjustments, or re-work necessitated by or resulting from negligence by unknown source or subcontractors, material suppliers, or others under Construction Manager's control (not including Builder's Risk Claims).
- (6) To increase or supplement staff as necessary to effectively manage the project
- (7) Buy out of work not included in the previously awarded bid package
- (8) To improve or accelerate the progress of the work.
- (9) For modifications of the work resulting from an unknown ambiguity (not an error or omission) in the Contract Documents.
- (10) To adjust reimbursable general conditions in excess of the budget, provided such excess costs were not caused by Construction Manager's failure to properly manage the Project.

Construction Manager's use of the first twenty-five percent (25%) of the Construction Contingency shall not require Owner's prior consent but shall require written notice to Owner of the amount and description of the use regardless of the line item amount at least 72 hours before such use. Construction Manager's use of the remaining Construction Contingency for each individual line amount over \$50,000 (or a lower amount if directed by the Owner in writing), shall require Owner's prior consent. With respect to the Construction Manager's use of Construction Contingency, at the time of the use of such Construction Contingency, such use shall be a permitted use as defined in this Article 3.2.4.

§ 3.2.5 The Construction Manager shall meet with the Owner to review the Guaranteed Maximum Price proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner through a real-time online project management system, a detailed daily log containing a record for each day of weather conditions, portions of the Work in progress, number of workers on site by trade, identification of equipment on site, materials delivered, problems that might affect progress of the work, accidents, injuries, safety violations, and other information required by the Owner. These logs shall be preserved as project records for a minimum of 5 years after substantial completion.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner, and shall provide this information in its monthly reports to the Owner, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has budgeted for and appropriated funds to fulfill the Owner's obligations under the Contract, subject to annual appropriation requirements applicable to Florida municipalities. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions and furnish information within reasonable timeframes consistent with the Project schedule and the Owner's internal approval processes. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«Preconstruction Services will consist of three phases for a total of { } Dollars and no Cents (\$0.00):

Phase One, Planning & Programming	\$
Phase Two, Schematic Design through GMP	
• Design Constructability & Scheduling	\$
• Schematic Design Estimate	\$
• Design Development Estimate	\$
• Guaranteed Maximum Price Proposal	\$
Phase Three, Permitting	\$

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Individual or Position	Rate
Project Executive	\$
Project Manager	\$
Chief Estimator	\$
Senior Estimator	\$
General Superintendent	\$
Scheduling Services	\$
Junior Estimator	\$0
Precon Coordinator	\$0
Project Administrator	\$0

§ 5.1.2.1 Billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 Prior to issuance of a GMP Amendment, and except as may be set forth in a Preconstruction Amendment or Change Order signed by Owner, Construction Manager shall not incur any costs for, and Owner shall not be liable for, any compensation or associated costs other than the lump sum compensation for Preconstruction Phase services performed by Construction Manager identified in this Article 5, and those costs and compensation (if any) provided for and identified in Section 5.1.2 above, and any other costs and compensation specifically identified in Article 5.3 below (if any) which are specifically recommended, detailed and priced, and then approved in writing by Owner.

§ 5.2 Payments

§ 5.2.1 Provided that the Construction Manager has provided services in accordance with the time frames and deliverables described in Section 5.3 below, payments for services shall be made monthly in proportion to services performed. Monthly payment is not due until services and deliverables are current.

§ 5.2.2 Payments are due and payable in accordance with the Local Government Prompt Payment Act upon presentation of the Construction Manager's properly documented invoice. Amounts unpaid after the invoice date shall bear interest at the rate in accordance with the Local Government Prompt Payment Act.
(Insert rate of monthly or annual interest agreed upon.)

« » % Interest shall be in accordance with the Local Government Prompt Payment Act.

§ 5.3 Program Review and Construction Manager Recommendations

The Construction Manager shall perform the services described in this Article constituting the Preconstruction Phase Services. Except as may be specifically provided in Article 5.1.3, the Construction Manager acknowledges and agrees that any compensation due Construction Manager for any Preconstruction Phase Services required in this Article 5.3 is included in the lump sum Preconstruction Phase Services fee in Article 5.1. The parties acknowledge the Construction Phase may commence before the Preconstruction Phase Services are completed, and to a certain extent, both phases may proceed concurrently.

§ 5.3.1 Preliminary Evaluation. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

§ 5.3.2 Consultation. The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for

procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.

§ 5.3.3 Contract Logistics and Other Terms. The Construction Manager shall review the design proposed for the Project (including with the Architect where reasonably necessary) to determine and evaluate whether phased construction, and/or separate or early release contracts for separate scopes or portions of the Work (including obtaining competitive bids therefore), or long-lead procurement materials, are necessary, appropriate, or will reasonably benefit the Project. Construction Manager shall take into consideration the schedule, anticipated time to complete, construction market conditions, fabrication and delivery times, storage availability, availability of labor and materials, community relations, and other significant factors Construction Manager knows and reasonably anticipates. Based on its evaluations, Construction Manager shall make recommendations to the Owner for any of the Project or contractual logistics that it determines is or are appropriate and, after input from Owner is solicited, Construction Manager shall develop a more detailed recommendation and proposed plan(s) with input from necessary parties including the Owner and Architect. Construction Manager shall not procure or order long-lead materials, or begin prosecuting the foregoing matters/recommendations, and Owner shall not be responsible therefore, unless and until approved in a signed writing by Owner (with copy to Architect). Construction Manager will keep Owner and Architect informed of the progress and status of any of the foregoing which Construction Manager has been authorized to implement at the Construction phase, including with respect to any changes to the recommendations previously proposed by Construction Manager. Owner may elect to procure subject materials by direct purchase for tax savings.

§ 5.3.4 Review Reports. Within 15 – 30 days, after receiving the plans and specifications, based on phase of the design, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph 5.3.1, 5.3.2, and 5.3.3. Promptly after completion of the review, Construction Manager shall submit to the Owner, with copies to the Architect, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as Construction Manager may deem appropriate, and all actions taken by the Architect with respect to same, including any comments Construction Manager may deem to be appropriate with respect to separating the work into separate contracts, and any alternative materials recommendations.

§ 5.4 Constructability/Schedule

The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's Architect and/or professional consultants. While Construction Manager shall not assume the Architect's design responsibilities, Construction Manager has a duty to promptly notify Owner and Architect in writing of any known or reasonably discoverable violations of applicable laws, statutes, ordinances, and Building Codes in the drawings and specifications. However, if the Construction Manager recognizes that portions of the drawings and specifications are at variance therewith, the Construction Manager shall promptly notify the Owner and Architect in writing.

§ 5.4.1 Constructability. With each subsequent issuance of design progression documents, the Construction Manager will provide written comments and meet with the Architect to discuss proposed modifications to the drawings and specifications to improve the efficiency and constructability of the design without assuming any architectural or engineering responsibility.

§ 5.4.2 Schedule. The Construction Manager will develop the schedule for the project that optimizes construction duration and anticipated costs based on market conditions and availability of materials and labor resources.

§ 5.5 Stimulation of Bidder Interest

§ 5.5.1 The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; Construction Manager shall analyze as necessary these conditions to (1) determine and report on availability, quality, and qualification of labor, material, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

§ 5.5.2 The Construction Manager shall submit to the Owner a written "Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. Third party analysis is not required. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect a list of potential bidders. The Construction Manager shall carry out an active program stimulating interest of qualified

contractors, subcontractors, and suppliers in bidding or proposing on the Work and familiarizing them with the requirements of the Project. The Construction Manager shall specifically stimulate bidder interest in the local marketplace and identify and encourage bidding competition. Any Work that Construction Manager proposes to self-perform must have competitive bids from no fewer than three (3) qualified subcontractors, at least two (2) of which shall be local subcontractors. For work the Construction Manager wants to self-perform, the Construction Manager will be required submit a sealed bid for such work to be opened with all other subcontractor bids. If Construction Manager cannot obtain such bids after documented good faith efforts, Construction Manager must provide detailed written justification for Owner's review and approval at least 30 days before such work is scheduled to begin. Owner reserves the right to reject Construction Manager's self-performance proposal and require additional bidding efforts.

§ 5.5.3 The Construction Manager shall carry out an active program of stimulating interest of qualified contractors/subcontractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«The Construction Manager's Fee shall be a percentage of the Cost of the Work that will be established during the preparation of the GMP Amendment.»

§ 6.1.3 For increases in a Subcontractor's cost of its portion of the Work resulting from a change in the Work, the party actually performing the changed portions shall be limited to a maximum mark-up of 7.5% of its actual costs of material, labor, and equipment costs. All such costs and mark-ups must be fully documented and subject to Owner's audit rights. Additionally, if the changed portion of the Work is performed by a sub-subcontractor, the subcontractor shall be limited to a mark-up of 5% of the actual costs passed through to the Construction Manager from said sub-subcontractor. The total cumulative mark-up on all changes in the Work shall not exceed 15% in total, excluding Construction Manager's Fee. The following items shall be considered part of and included in the markup for overhead and profit and subject to the above limitations for purposes of what is charged to Owner, and shall not be separately charged:

- .1 Costs of trucks, automobiles, and other vehicles, including the costs to operate them, hand tools, small tools, power tools, craft-specific tools, consumable tool supplies, consumable supplies, and similar items.
- .2 Costs of safety programs, safety supplies, warranty, and similar items and costs of quality assurance and quality control; or Costs of office equipment and supplies, electronic equipment, computer hardware and software and use thereof, information systems, management systems, subscriptions, website maintenance, e-mail services, web-based project management and other computer, internet, and web-related costs.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 6.1.5 For any construction work that the Construction Manager elects to undertake with its own forces, after written approval from the Owner, the Construction Manager shall be paid:

- .1 A lump sum amount based on the written authorization of the Owner following the receipt of competitive bids for such work unless the requirement for competitive bids is waived by the Owner.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

«The Construction Manager understands that if Substantial Completion is not attained within the Contract time, as modified by this Agreement, the Owner may suffer damages that are difficult to determine and accurately specify. The Construction Manager agrees that if Substantial Completion is not attained within the Contract Time, the Construction Manager shall pay to the Owner a specific amount established during the preparation of the GMP Amendment as

liquidated damages and not as a penalty for each day that Substantial Completion extends beyond the Contract Time. The liquidated damages provided for in this Section shall be in addition to, not in lieu of, any actual damages incurred by the Owner due to Construction Manager's willful misconduct or gross negligence in failing to achieve Substantial Completion within the Contract Time. »

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner, and Construction Manager shall remain fully responsible for completing the Work in accordance with the Contract Documents regardless of such excess costs.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Agreement, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work, provided that Construction Manager demonstrates such changes directly impact the critical path of the Project Schedule and submits a detailed time impact analysis within 14 days of the change.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 GMP for General Conditions. The Guaranteed Maximum Price for General Conditions (sometimes referred to as GMP for General Conditions), which will be completed after the Construction/Project Schedule for the Project has been agreed upon and adopted in the GMP Amendment, will define those costs that are to be included as a part of the Guaranteed Maximum Price for General Conditions. The costs associated with the Guaranteed Maximum Price for General Conditions shall be considered as a Cost of the Work, as defined in Article 7.1 but shall be reported on a

separate line item for the Guaranteed Maximum Price for General Conditions with each monthly application for payment. The Guaranteed Maximum Price for General Conditions for the Project, as identified in the Guaranteed Maximum Price for General Conditions, will be a lump sum agreed upon amount. Should the lump sum amount be exceeded, with the exception of added costs resulting from approved time extensions and/or changes in the Work in accordance with an Owner-approved Change Order, the additional cost shall be at the expense of the Construction Manager. For administrative convenience purposes, the Guaranteed Maximum Price for General Conditions shall be paid monthly, the amount of which shall be determined by taking the Guaranteed Maximum Price for General Conditions divided by the number of months between the commencement date of Work and substantial completion of Work as set forth in the current construction schedule approved by Owner for the Project (as may be adjusted and reconciled by change orders adjusting the Contract Time).

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Any overtime costs will properly reflect actual labor costs and actual labor burden. The labor burden on overtime labor should be reduced to reflect only the burden items applicable to overtime (i.e. FICA, worker's compensation insurance).

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval, which shall be paid in accordance with the wage rate schedule attached as Exhibit 'C'. The wages or salaries of the Construction Manager's supervisory and administrative personnel will be included in the Guaranteed Maximum Price for General Conditions.

Salaries or wages of Construction Manager's personnel such as Senior Estimator, Senior Project Manager, Estimator, etc., for time spent in the home office working on the Project, but only for that portion of their time required for the Work. These salaries shall be included in the Guaranteed Maximum Price for General Conditions.

Salaries of the Construction Manager's secretarial and accounting personnel stationed at the Construction Manager's principal office or offices other than the site office, in executing the clerical portion of the Work or performing data processing tasks, but only for that portion of their time required for the Work. These salaries shall be included in the Guaranteed Maximum Price for General Conditions.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

«See Exhibit C, Construction Manager's Wage Rates »

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Payments under this section will not be made for any overtime hours charged by any such subcontractor without the Owner's prior written approval. If the Owner's prior written approval is not obtained, such overtime payments will be at the Construction Manager's sole expense and shall not be included in the Cost of the Work or count against the Guaranteed Maximum Price. Planned overtime that does not increase the GMP, but is

required to make the Project site safe, secure, or complete contracted work will be budgeted and approved in the GMP. Unplanned overtime or overtime within Change Orders will require Owner approval. Any overtime costs will properly reflect actual labor costs and actual labor burden. The labor burden on overtime labor should be reduced to reflect only the burden items applicable to overtime (i.e. FICA, worker's compensation insurance).

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be in keeping with regional industry standards.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds that can be directly attributed to this Agreement.

- .1** Premiums for all insurance required of the Construction Manager by the Agreement will be reimbursed at the fixed rate of _____% of the Cost of the Work, and costs or charges for Commercial General Liability Insurance, Payment & Performance Bonds, subcontractor payment and performance bonds, and Construction Contingency shall not be included in the Cost of Work to which the aforementioned percentage is applied to. This rate includes all costs of the Project's insurance requirements by Construction Manager, including, but not limited to, premiums, deductibles, reserves, administration, and brokerage fees. If the percentage is agreed to and included in this Agreement then the rate shall not be subject to audit, but the proper application of the rate to the final Cost of the Work will be subject to verification and potential adjustment. As part of the Construction Manager's Guarantee Maximum Price proposal, the Construction Manager shall provide documentation that the fixed rate of insurance premium reimbursement reasonably and accurately reflects the overall insurance premium attributable to the cost of insuring the Work. For insurance that is part of the Construction Manager's master programs and not specific to the Project, the Construction Manager shall verify that it is using its standard corporate rates.
- .2** Premiums for the Construction Manager's Payment and Performance Bonds shall initially be reimbursed at their verifiable initial charge at the beginning of the Project based on a value of the Cost of the Work less the amount of estimated value of Owner Direct Purchased Materials, less sales tax and as more specifically set forth in the GMP Amendment. Said premiums shall be payable in full upon presenting a valid pay application including a paid invoice as supporting documentation after commencing the Construction Phase of the Project, and shall be reconciled to the actual, final cost (including accounting for any changes in actual Owner Direct Purchased Materials amounts) at the time of final payment.

- .3** It is the Construction Manager's policy to bond any subcontract in excess of \$ _____ and an option to bond subcontracts below that value after an evaluation of the risk. Payment and Performance Bonds for subcontracts are a cost of the work and will be included in the GMP Proposal.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager or from Construction Manager's negligence or breach of contract, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior written approval, which shall not be unreasonably withheld. Such costs shall be capped at \$50,000 in aggregate unless otherwise agreed in writing.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 In the event of documented material price increases exceeding 10% from the date of the GMP Amendment due to market fluctuations, supply chain disruptions, shortages, tariffs, or trade restrictions on imported materials, the Construction Manager may request an equitable adjustment to the Contract Sum through a Change Order. Any such request must be made within 14 days of the Construction Manager becoming aware of the price increase and must include supporting invoices and documentation from at least three suppliers demonstrating the price escalation. The Owner shall have sole discretion to approve or deny such requests.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments (excluding costs included in Section 7.6.12 above), paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Sections 7.1 to 7.7;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction

Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then a Change Order shall be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.1.2 Responsibility for Subcontractors and Suppliers. The Contractor shall be responsible for the performance of all Subcontractors, Sub-subcontractors, and material and material/equipment suppliers. Unless otherwise set forth in the Agreement, including as outlined in Article 8 of A201–2017 and Article 3.2.4 of this Agreement, the Contractor shall not be entitled to claims for additional time or an increase in the Contract Sum due to the performance or non-performance of a Subcontractor, Sub-subcontractor, material supplier, or material/equipment supplier.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

§ 10.1 The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of five years after final payment, or for such longer period as may be required by Florida law. The Owner's right to audit shall survive any termination of this Contract.

§ 10.2 PUBLIC RECORDS COMPLIANCE. The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. Contractor agrees to comply with Florida's Public Records Law. Specifically, Contractor shall:

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

§ 10.2.2 Upon request from the City's custodian of public records, provide 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.

§ 10.2.3 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 Contractor does not transfer the records to City.

§ 10.2.4 Upon completion of the contract, Contractor agrees to transfer at no cost to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public record to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

§ 10.2.5 A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

§ 10.2.6 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, CCDL@OCOE.ORG, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Progress Payments shall be made in accordance with section 218.735 Florida Statutes. Based upon Construction Manager's properly submitted Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «25th» day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «20th » day of the «following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty» (30) days after the Architect receives and approves the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values. For the avoidance of doubt, it is understood that any savings in one line item may be utilized to offset cost overruns in another line item, with the exception of Allowances, General Requirements, the GMP for General Conditions, and any other specific line items designated by Owner in writing, provided that all Construction Phase Work is completed within the GMP.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five percent (5%) »

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«General Conditions, Fee, Insurance and Bond Costs »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

«Portions of the retained amount may be released for subcontracted work that has been completed, verified, and with prior written approval by the Owner, in accordance with Contract Documents, prior to substantial completion. Total retainage shall not be less than 5% until Substantial Completion is achieved and all required documentation, warranties, and close-out documents have been received and approved by Owner. »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« In accordance with Florida Statute §218.735, within 30 calendar days, or 45 days if over \$10 million construction cost, of reaching substantial completion of the construction services, the Owner and Contractor shall work together to develop the single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the Owner.»

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, and the Construction Manager has demonstrated diligent efforts to complete the Work, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017, provided that such additional amounts shall not exceed the actual documented costs incurred by the Construction Manager due to the delay.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts shall be no less than that held by Owner on the prime contract. The Construction Manager shall execute subcontracts in accordance with those agreements and provide copies of all subcontracts to Owner upon request.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager for payment purposes, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« Final Payment - Within 20 business days after the single list of items is created in accordance with Florida Statute §218.735 as indicated in 11.1.8.3, upon receipt of a proper invoice or Application for Payment, the Owner shall pay the contractor the remaining contract balance that includes all retainage previously withheld by the Owner less an amount equal to 150 percent of the estimated cost to complete the items on the list, less any liquidated damages. Upon completion of all items on the list, the contractor may submit a payment request for the amount withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the local governmental entity may continue to withhold up to 150 percent of the total costs to complete such items. If the Owner has provided written notice to the contractor specifying the failure of the contractor to meet contract requirements in the development of the list of items to be completed, the Owner must pay the contractor the remaining balance of the contract, less any items in dispute, less an amount equal to 150 percent of the estimated cost to complete the items that the local governmental entity intended to include on the list. »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

«In accordance with the Local Government Prompt Payment Act»

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017.

§ 12.1.2 Intentionally omitted.

« »
« »
« »
« »

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[☐] Arbitration pursuant to Article 15 of AIA Document A201–2017

[☒] Litigation in a court of competent jurisdiction, either in Orange County Circuit Courts or the Orlando Middle District Federal Court with Florida law applying

[☐] Other: (Specify)

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Construction Manager and Owner agree will be retained by the Owner and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Agreement may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Agreement for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Construction Manager and Owner agree will be retained by the Owner and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager actual documented costs incurred up to the date of termination, plus reasonable demobilization costs, as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

- «.1 Sum the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

*Not applicable to Preconstruction Phase Services.»

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Construction Manager binds itself, its partners, successors, assigns and legal representatives to all covenants, agreements, and obligations contained in the Contract Documents. The Construction Manager shall not assign the Agreement as a whole without written consent of the Owner. Any attempted assignment without such consent shall be void. The Owner may freely assign this Agreement to any governmental entity or authority.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to any governmental entity, authority, or lender providing construction financing for the Project. The Construction Manager shall execute all consents required to facilitate any such assignment within five (5) business days of request.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of “A” or better and a Financial Size Category of “VII” or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Ch. 440, Florida Statutes.

§ 14.3.1.1 Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.

§ 14.3.1.2 Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such

employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

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

§ 14.3.1.4 Automobile Bodily Injury Liability & Property Damage Liability

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

§ 14.3.1.5 Comprehensive General Liability (Occurrence Form)

- \$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

§ 14.3.1.6 Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.

§ 14.3.1.7 Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

§ 14.3.1.8 Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**

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

§ 14.3.1.9 Commercial Umbrella

- \$5,000,000

Use of an Excess/Umbrella policy shall be acceptable if the level of protection provided by the policy is equal to or more comprehensive than the primary general liability policy. Quote and limits to be provided at Construction Phase GMP Coverage shall equal 100% of the completed value of the structure, including all materials and equipment to be incorporated into the Work, whether stored on-site or off-site. Coverage shall be on a replacement cost basis with no coinsurance penalty provisions.

§ 14.3.1.10 Builders Risk

- **\$5,000,000**

Use of an Excess/Umbrella policy shall be acceptable if the level of protection provided by the policy is equal to or more comprehensive than the primary general liability policy. Quote and limits to be provided at Construction Phase GMP Coverage shall equal 100% of the completed value of the structure, including all materials and equipment to be incorporated into the Work, whether stored on-site or off-site. Coverage shall be on a replacement cost basis with no coinsurance penalty provisions.

§ 14.3.1.11 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) annual aggregate. Coverage shall be maintained for a period of not less than five (5) years following completion of the Project. The deductible shall not exceed \$100,000 without prior written approval from the City.

§ 14.3.1.7 Additional Insured Obligations. The Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner, its officers, employees, and agents as additional insureds for claims arising out of or relating to the Construction Manager's work, operations, or presence at the project site, including but not limited to claims caused in whole or in part by the Construction Manager's acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance and complete copies of all insurance policies, including all endorsements, to the Owner that evidence compliance with the requirements in this Section 14.3.1. Certificates and policies shall be provided at least 30 days prior to commencement of work and upon each renewal thereafter.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall purchase and maintain insurance as set forth above, and incorporated into Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents. A133–2019 Exhibit B and any other insurance requirements will be added to the Contract with the Guaranteed Maximum Price Amendment.

§ 14.3.2.1 The Construction Manager shall provide bonds on the forms provided by Owner in the RFQ Document or Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below, provided that any notice of claim, dispute, termination, or material breach must also be delivered in hard copy to the Owner's designated representative via certified mail or overnight courier:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Other provisions:

« »

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement, together with the documents incorporated by reference herein, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of any conflict between the terms of this Agreement and any incorporated documents, this Agreement shall control. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (as modified by the parties)
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed and as modified by the parties
- .3 Exhibit B, Insurance and Bonds,

Insurance as referenced in Section 14.3 above

Exhibit B-1 Performance Bond

Exhibit B-2 Statutory Payment Bond
- .4 Exhibit C, Construction Manager's Wage Rates, as referenced in Section 7.2.2 above
- .5 Exhibit D, Truth-in-Negotiation Certificate
- .6 Exhibit E, Construction Manager's Personnel During Pre-Construction/Design Phases
- .7 Exhibit F, Construction Manager's Personnel During Construction Phase
- .8 Exhibit G, Certificate of Substantial Completion
- .9 Exhibit H, Application and Certification for Payment Form
- .10 Exhibit I, Final Payment Request Checklist
- .11 Exhibit J, Construction Manager's Affidavit of Contract Completion
- .12 Exhibit K, Contract Drawings & Specifications
- .13 Exhibit L, Clarifications, Assumptions, Exclusions and Allowances
- .14 Exhibit M, Schedule of Values
- .15 AIA Document A201™-2017, General Conditions of the Contract for Construction (as modified by the parties)
- .16 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »
- .17 Other Exhibits:
(Check all boxes that apply.)

[« »] AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« The Terms and Conditions of RFP #25-009 Construction Manager at Risk for the New Ocoee Fire Station #38 Facility, including all exhibits and addenda, are incorporated into this agreement by reference.
Construction Manager’s Response to RFP #25-009 is incorporated into this agreement by reference.
Construction Manager’s Pre-Construction Services Proposal including Construction Manager’s Compensation, prior to execution of the GMP Amendment »

This Agreement is entered into as of the day and year first written above.

OWNER: CITY OF OCOEE, FLORIDA

CONSTRUCTION MANAGER: _____

OWNER *(Signature)*

« Honorable Mayor, Rusty Johnson »« »
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

« »« »
(Printed name and title)

ATTEST:

BY: _____
Melanie Sibbitt, City Clerk

(SEAL)

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

APPROVED BY CITY OF OCOEE
COMMISSION AT A MEETING HELD
on _____, 2025, UNDER AGENDA
ITEM _____.

FISHBACK DOMINICK

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

EXHIBIT A

**AIA DOCUMENT A133™-2019, EXHIBIT A, GUARANTEED MAXIMUM PRICE
AMENDMENT, IF EXECUTED AND AS MODIFIED BY THE PARTIES**

EXHIBIT B
INSURANCE AND BONDS

INSURANCE

1. The insurance requirements referenced in Section 14.3 are incorporated into this Exhibit B.
- 2.

BONDS

1. Construction Manager shall furnish the City with a State of Florida 100% Performance and a 100% Statutory Payment Bond written by a Surety Company acceptable to the City in a form substantially similar to that attached hereto as Exhibit B-1 and B-2. Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.
2. The cost of the Payment and Performance Bonds shall be borne by the Successful Respondent. The bonds shall be accompanied by duly authenticated or certified documents, in duplicate, evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bonds. The date of the certification cannot be earlier than the Agreement.
3. Section 255.05, Florida Statutes, shall apply to this contract. Once Construction Manager receives the fully executed contract and dated Bonds, Construction Manager shall record the Performance and Statutory Payment Bonds with the public records of Orange County. Construction Manager shall provide the City with a certified copy of the recorded Bonds before the City can issue the Notice to Proceed or make any payment for this project.

EXHIBIT B-1

PERFORMANCE BOND

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

WHEREAS, Principal, has by written agreement dated _____, entered into a contract, (hereinafter referred to as the "Contract") with Obligee for the construction of _____ (hereinafter referred to as the "Project") in accordance with the plans and specifications prepared by JL2 Architecture, LLC, dated _____; and

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

_____, Principal

By: _____ (SEAL)

_____ (Official Title)

_____, Surety

By: _____ (SEAL)

_____ (Official Title)

NOTES:

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

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

EXHIBIT B-2

Statutory Payment Bond

Pursuant to Florida Statutes, 255.05, et seq.

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

WHEREAS, the Principal has entered into a written Contract with the Obligee dated
_____, 20____ to perform, as Contractor, in accordance with the Contract and
Contract Documents, which Contract and Contract Documents are hereby incorporated herein by
reference.

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

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

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

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

_____(Seal)
(Principal)

By _____
(Name & Title)

(Signature)

Witness or Secretary's Attestation

_____(Seal)
(Surety)

By _____
(Name & Title*)

(Signature)

Witness or Secretary's Attestation

*Attach Power-Of-Attorney

EXHIBIT C
CONSTRUCTION MANAGER’S WAGE RATES,
AS REFERENCED IN SECTION 7.2.2

EXHIBIT D

TRUTH-IN-NEGOTIATION CERTIFICATE

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

WITNESS:

FIRM: _____

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

STATE OF FLORIDA }

COUNTY OF _____ }

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

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

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

EXHIBIT E

SAMPLE: To Be Completed per Project Assignment

CONSTRUCTION MANAGER'S PERSONNEL DURING PRE-CONSTRUCTION/DESIGN PHASE

Name	Title	Duration (Months)	Percentage
Off-Site Staff			
On-Site Staff			

EXHIBIT F

SAMPLE: To Be Completed per Project Assignment

CONSTRUCTION MANAGER'S PERSONNEL DURING CONSTRUCTION PHASE

(TO BE COMPLETED AT FINAL GMP)

Name	Title	Duration (Months)	Percentage
Off-Site Staff			
On-Site Staff			

EXHIBIT G

SAMPLE: To Be Completed per Project Assignment

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: New Fire Station #38 Facility
RFQ No. 25-009

CONTRACTOR _____
Contract for _____
Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
Owner

And To _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ARCHITECT, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on _____, (Date of Substantial Completion).

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER

CONTRACTOR

The following documents are attached to and made a part of this Certificate:

Executed by OWNER on _____, 20 ____.

(OWNER)

By _____

The CONTRACTOR accepts this Certificate of Substantial Completion on:

_____, 20____.

(Contractor)

By _____

END OF SECTION

EXHIBIT H
Partial Payment Request Form
APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress Payment _____ Final Payment _____ P.O. No.: _____

Contractor: _____ Contract Date: _____

Application Date: _____ For Period Ending _____

City Project Nos.: RFQ #25-009

Project Name: Construction Manager at Risk for New Fire Station #38 Facility

Construction Start Date: _____ End Date: _____

Construction Days – Total: _____ Elapsed: _____ Remaining: _____

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

Approved Change Orders

Change Order No.	Date Approved by City	Date Accepted by Contractor	Total Change in Contract Price

Contractor's Certification

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

Dated _____, 20__

(Contractor)

By: _____
(Name)

(Title)

COUNTY OF _____

STATE OF _____

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

Notary Public
My Commission Expires _____

Payment shown on Line 13 is recommended by City's Owner's Representative and authorized by the Owner:

By: _____
Representative's Authorized Signature

Date: _____

By: _____
Owner's Authorized Signature

Date: _____

Title

EXHIBIT I
SAMPLE
Final Payment Request Check List

Items to be submitted with General Contractor's Request for Final Payment

1. Pay Request (1 copy with original signatures and original seals, noted as FINAL)
2. Final Schedule of Contract Values
3. Consent of Surety to make Final Payment (signed and sealed)
4. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety)
5. Affidavit of Contract Completion (Exhibit D)
6. Satisfactory Conclusion or Release of Lien from all Subcontractors or laborers who have filed Intent to Lien or have indicated non-payment from the General Contractor
7. Construction Manager's Guarantee of Construction for one (1) year from the date of Substantial Completion
8. Copy of the approval by Architect and the transmittal to the Owner of Manuals, Shop Drawings, As-Builts (2 sets of digital media (Flash Drives), two sets of prints), brochures, warranties, and list of Subcontractors with telephone numbers and addresses
9. Verification that Owner's personnel has been trained in the operation of their new equipment, attendance lists and videos
10. Other special Warranties are required by Specifications in the name of the Owner
11. Copy of Certificate of Completion

EXHIBIT J
SAMPLE

Final Completion

CONSTRUCTION MANAGER'S AFFIDAVIT OF CONTRACT COMPLETION

OWNER: City of Ocoee
PROJECT: New Fire Station #38 Facility
CONSTRUCTION MANAGER: _____
CONTRACT FOR: RFQ 25-009 Construction Manager at Risk for New Fire Station #38 Facility
CONTRACT DATE: _____
CONTRACT AMOUNT: _____

CONSTRUCTION MANAGER'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above-named Contract and all amendments thereto have been completed in accordance with the requirements of said Contract: that except as noted on the attached sheet, all costs incurred for equipment, materials, labor, and services against the Project have been paid; that no liens have been attached against the Project; that no Notices of Non-Payment have been served against the Payment Bond issued for this Project; that, except as noted on the attached sheet, no suits are pending by reason of work on the Project under the Contract; that all Workmen's Compensation claims are covered by Workmen's Compensation insurance as required by law; and that all public liability claims are adequately covered by insurance.

CONSTRUCTION MANAGER:

_____ (Seal)
Title: _____
Date: _____

STATE OF: _____

COUNTY OF: _____

Personally [] appeared before me OR [] appeared by way of online notarization _____
[] known to me OR [] produced _____ as identification, to be the
_____ of _____, who, being by me duly sworn, subscribed to the
foregoing affidavit in my presence.

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

NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____

EXHIBIT K

CONTRACT DRAWINGS & SPECIFICATIONS

To be completed at Final GMP

EXHIBIT L

CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS AND ALLOWANCES

To be completed at Final GMP

EXHIBIT M
SCHEDULE OF VALUES

DRAFT AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«New Ocoee Fire Station #38 Facility »

« This Project will be a new, approximately 7,500sf, 3-bay fire station located on N. Lakewood Ave between 2nd Ave and Banyan Blvd., Ocoee, FL 34761.

»

THE OWNER:

(Name, legal status and address)

«City of Ocoee, »

«1 N. Bluford Ave.»

«Ocoee, FL 34761»

«a Florida municipal corporation »

THE ARCHITECT:

(Name, legal status and address)

JL2 Architecture
1678 Kingston Rd.
Longwood, FL 32750

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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- 15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, the Contractor's qualifications or clarifications (to the extent they conflict with the Contract Documents and have not been explicitly made part of the Contract Documents by agreement of the Owner), or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction (also referred to as the "Agreement"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor of the Contractor except as set forth in Section 5.3 and Section 5.4, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Contractor's Knowledge

The terms "knowledge", "recognize", and "discover", their respective derivatives, and similar terms in the Contract Documents as used in reference to the Contractor, shall be interpreted to mean facts and information the Contractor

knows or reasonably should know, recognizes or reasonably should recognize, and discovers or reasonably should discover in exercising the care, skill, and diligence required by the Contract Documents. The term “reasonably inferable” and similar terms in the Contract shall mean reasonably inferable by a contractor familiar with the Project and exercising the due care, skill, and diligence required of a Contractor by the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that the Contractor is, or should be, aware of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect’s interpretation. The terms and conditions of this Section 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract. Any court having proper jurisdiction over the subject matter and the parties that is called on to interpret or adjudicate the Contract Documents may, upon determining a provision or provisions invalid, illegal, or unenforceable, adjudicate and order the revision of the offending provision(s) in accordance with this Section 1.2.1.1.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Instructions and other information furnished in the Specifications including, without limitation, items in connection with prefabricated or pre-finished items, are not intended to supersede work agreements between employers and employees. Should the Specifications conflict with such work agreements, the work agreements shall be followed, provided such items are provided and finished as specified. If necessary, such Work shall be performed on the Project site, instead of at the shop, by appropriate labor and in accordance with the requirements of the Drawings and Specifications.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

- .1** Whenever a product is specified in accordance with a Federal Specification, and ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor shall present an affidavit from the manufacturer when requested by the Architect or required in the Specifications, certifying the product adheres to and is in compliance with the Project Specifications. When requested by the Architect or specified, support test data shall be submitted to substantiate compliance.
- .2** Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted prior to execution of the Contract or if accepted as a Change in the Work in accordance with Section 3.4.4. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

§ 1.2.4 In cases of discrepancy concerning dimensions, quantities, and locations, the Drawings shall take precedence over the Specifications. Explanatory notes on the Drawings shall take precedence over conflicting drawing indications; large-scale details shall take precedence over scaled measurements.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

§1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§1.4.2 If Drawings and Specifications are not in concurrence regarding quantities or quality, Contractor shall request interpretation from Architect.

§1.4.3 Drawings are generally to scale; however, they should not be scaled to determine dimensions. Symbols are used to indicate connections, fittings, and fastenings included as part of the Work. Diagrammatic indications of piping, ducts, conduit, and other similar items are subject to adjustment to obtain required grading, passage over, under or around obstructions to avoid exposure in finished areas, or unsightly, obstructing conditions. The Contractor shall be responsible for recommending alternate solutions whenever design details affect construction feasibility, costs, or schedules.

§1.4.4 All indications or notations that apply to one of a number of similar situations, materials, or processes shall be deemed to apply to all such situations, materials, or processes, wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§1.4.5 All manufactured articles, materials, and equipment shall be incorporated into the Work in accordance with the manufacturer’s written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Owner shall be deemed the owner of the Architect’s and the Architect’s consultants’ Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights, excluding copyrights, which remain with the Architect and/or the Architect’s consultants. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.6.1 Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.7 Confidentiality

§ 1.7.1 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with the prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law, including the Record set of the Drawings, Specifications, and other documents which the Contractor is permitted to retain under Section 1.5 above. Specific information shall not be deemed to fall within the scope of the

foregoing exceptions merely because it is embraced by more generic information that falls within the scope of one or more of those exceptions. The Contractor shall not disclose to others that specific information was received from the Owner even though it falls within the scope of one or more of those exceptions. The Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that the Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any Owner Information, prior to any disclosure thereof, the Contractor shall notify the Owner and shall give the Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

§ 1.7.2 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, specifications, mock-ups, and any other documents furnished by the Owner or the Architect to the Contractor.

§ 1.7.3 The Contractor shall cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 1.7.

§ 1.7.4 The representations and warranties contained in this Section 1.7 shall survive the complete performance of the Work or earlier termination of this Agreement.

§ 1.7.5 Any and all inventions and discoveries, whether or not patentable, conceived or made by the Contractor as a result of the Contractor's discussions with the Owner or performance of the Work which are based substantially on the Owner's proprietary information, shall be and shall become the sole and exclusive property of the Owner. The Contractor agrees to disclose fully and promptly to the Owner all such inventions and discoveries. Upon request by the Owner, the Contractor agrees to assign such inventions and discoveries to the Owner or cause them to be so assigned by its personnel. Further, the Contractor shall execute, or cause to be executed by its personnel, all applications, assignments, or other instruments which the Owner may deem reasonably necessary in order to enable the Owner at its expense, to apply for, prosecute, and obtain patents in any country for said inventions and discoveries, or in order to assign and transfer to the Owner the entire right, title, and interest thereto.

§ 1.8 Building Information Models Use and Reliance

Except as set forth in Section 3.1.3.1 of the Agreement, any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to

make payment when due. The Owner shall furnish such evidence as a condition precedent to the commencement or continuation of the Work, or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, and except where otherwise specifically indicated in the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated and without penalty or incurring additional costs; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor may result in the Architect, pursuant to Section 9.5.1, withholding or nullifying a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 Extent of Owner Rights

§ 2.6.1 The rights stated in this Contract are cumulative and do not limit any rights of the Owner granted in the Contract Documents, at law, or in equity.

§ 2.6.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such, or as the Construction Manager, in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. When this AIA Document A201–2017 is used in conjunction with A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, the term "Contractor" shall also mean the Construction Manager, and may be used interchangeably herein.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. All proposed changes must be submitted to the Owner and the Architect for review and approval.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 Direct communication between the Owner and the Contractor that affect the performance or administration of the Contract shall be made or confirmed in writing with copies forwarded to the Architect. For the purposes of this section, direct written communication shall include, without limitation, communication by hand delivery, regular mail, fax, or email.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly and carefully inspected the Contract Documents, the site, and (if any) existing, adjacent, or nearby building(s), become familiar with local conditions (including, without limitation, generally prevailing climatic conditions, anticipated labor supply and costs, availability and cost of materials, tools, and equipment, and similar issues) under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor specifically acknowledges and agrees that it has reviewed the visible site and conditions at the site and the Contract Sum has been based on such information. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site, or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the design information contained in the Contract Documents; however, the Contractor shall promptly report to the Architect and the Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

- .1 The exactness of grades, elevations, dimensions, existing utilities, or locations given on any Drawings issued by the Architect, or work installed by other contractors, is not guaranteed by the Architect, or the Owner.
- .2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, existing utilities, and locations. In all cases of interconnections of the Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report, in writing, to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner or the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Before ordering any Products, the Contractor shall verify all measurements at the site and shall be responsible for the correctness of same. The Architect and the Owner shall not be responsible for the scaling of the Drawings.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall not proceed with that portion of the Work without further written instructions from the Architect. The Contractor shall have a supervisor on-site at all times that Work is being performed, whether by the Contractor's own personnel or by any of its Subcontractors.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall prepare weekly construction activity reports stating the work performed each day. Copies of these reports shall be provided weekly to the Architect and Owner. The Contractor must also organize and facilitate a weekly safety meeting for which documentation shall be forwarded to the Owner.

§ 3.3.5 The Contractor shall bear the cost of repairing any water, gas or sewer line, or any telephone, telegraph, data, communications, electric, or other wire or cable broken, damaged, or cut by the Contractor, Subcontractor, or any of their respective workmen that Contractor, any Subcontractor, or any of their respective workmen knew or should have known existed in roughly the effected location prior to the break or cut.

§ 3.3.6 Lot lines and permanent benchmarks have been established as indicated on Drawings. Contractor shall be responsible for the layout of the Project according to Drawings with respect to location on the property and elevation in relation to grade.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the following provisions shall apply:

- .1 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (v) an affidavit stating that (a) the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connections with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.
- .2 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) subsequent information discloses the inability of specified products to perform properly or to fit in the designated space; (iv) the manufacturer/fabricator refuses to certify or guarantee the performance of the specified product as required; and (v) when in the judgment of the Owner or Architect, a substitution would be substantially in the Owner's best interest, in terms of cost, time or other considerations.
- .3 Whether or not any proposed substitution is accepted by the Owner or the Architect, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed solution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall also use best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.

- .1 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the work of any particular trade.
- .2 In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulations, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

§ 3.4.5 The Contractor shall honor any applicable laws regarding employee minimum wages or minimum ages.

§ 3.4.6 Any materials stored off-site with cost included in requests for payment must be insured at 100 percent of value.

§ 3.4.7 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Specifications. A

request for substitution shall be evaluated by the Owner, Architect and Contractor, and the substitution shall be recommended if beneficial to the Project and accepted only if approved in writing by Owner.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 Unless differing time periods are set forth otherwise in the Specifications more burdensome to Contractor, the Contractor shall furnish a written warranty covering the Work constructed or installed hereunder for the repair or replacement of any defective material or faulty workmanship, without cost to the Owner, from the date of acceptance by the Owner and the Architect for the time periods and in the areas of the Work as indicated below. Acceptance will be considered the date of Substantial Completion.

- .1 General Work: One (1) year.
- .2 Special Warranties: as described in various specification sections.
- .3 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner and in the name of subsidiaries of the Owner listed in the Contract Documents as additional insured, third-party beneficiaries, or as owners of the real property and improvements that are the subject of the Agreement and Work, or shall be transferable to the Owner or the aforementioned subsidiaries, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 The Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including any building permits, right-of-way permits, and any other permit necessary to commence construction. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility unless identified in Contractor's Qualifications and Assumptions in the GMP Amendment to be the responsibility of others.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from

those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.4.1 The Contractor warrants to Owner that it has carefully examined the surface of the site and has made sufficient review of provided geotechnical report(s) and surveys, if applicable. The Contractor further acknowledges that all Contract Documents have been read and carefully considered by the Contractor, who understands them.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, and other expenses contemplated for stated allowance amounts shall be included in the allowances; and
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2, and shall be accompanied by a detailed breakdown of labor, materials, subcontractor costs, and profits in the same manner as required for a Change Order, including such other information that the Owner may request to allow the Owner to verify the reasonableness of the costs to be expended.
- .4** All items identified as an allowance in any proposed quotation, proposal, estimate, GMP Proposal, or other similar document submitted by the Contractor to the Owner ("Contractor Notice of Allowance") represent a budget established to pay for Work with an undefined or insufficiently defined scope. The Contractor acknowledges and agrees that the allowances are not only an estimated amount that is representative of the Contractor's understanding of the Work to be performed, but the Contractor also covenants to use commercially reasonable efforts to complete the Work representing the allowance without exceeding the amount of the allowance.
- .5** when any item is to be identified as an allowance by the Contractor in a Contractor Notice of Allowance, the Contractor agrees to include within that Contractor Notice of Allowance:
 - .a** a detailed narrative description of why an allowance is required, including identification of where and what further scope definition and clarification is needed;
 - .b** an explanation with specific identification of what efforts have been made or will be made by the Contractor to resolve any incomplete pricing or scope information needed with the Architect, through and with coordination by the Contractor with the Owner, or, if applicable, with the governmental authority or public entity having jurisdiction; and
 - .c** the identification of a specific number of calendar days, not to exceed one hundred fifty (150) unless approved by the Owner in writing in advance, approval of which will not be unreasonably withheld, after the date of submission of the Contractor Notice of Allowance that the allowance will be removed and will be converted and priced as a Cost of Work item and copy of same submitted to the Owner.

- .6 Contractor agrees that not less than sixty (60) days after the commencement date of the Work of the Project, and during each thirty (30) day period thereafter until each allowance is converted and priced as a Cost of the Work, and approved by the Owner, the Contractor shall compile, prepare, and furnish to the Owner a comprehensive written status report updating each Contractor Notice of Allowance, which shall include the most current information for each allowance either not yet priced as a Cost of Work item or identified as an allowance in the General Requirements, as set forth in Section 3.8.2.5 above.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 Unless otherwise agreed in writing, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 30 days of receipt of the information, the Architect or the Owner may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect or the Owner to provide notice within the 30-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, if and when the GMP proposal submitted by the Contractor is approved by the Owner, but not later than the time the GMP Amendment approved by the Owner is executed and is annexed to the Contract Documents where applicable, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. In addition to the requirements herein, the schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The schedule shall be related to the entire Project, to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The construction schedules shall be in a detailed precedence-style critical path management (CPM) format satisfactory to the Owner, and as described in this Section 3.10, that shall set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents. All construction schedules must be compatible with Primavera project planner software, version 6.0 or later, or as otherwise directed in writing by the Owner. It is the Contractor's responsibility to ascertain the software compatibility with the Owner. The Contractor understands and agrees that upon request by the Owner, the Contractor shall promptly, in not less than five (5) days, disclose and produce to the Owner all electronic data files

in native format created by the Contractor using scheduling software for the Project so the Owner may evaluate the overall schedule, including, but not limited to evaluating any Contractor's as-planned versus as-built schedule, evaluating any impacts or delays to the Project, and for other related uses as determined by the Owner. The Contractor will monitor the progress of the Work for conformance with the requirements of the construction schedule and will promptly advise the Owner of any delays or potential delays. The construction schedule will be updated as set forth in Section 3.10 or upon the request of the Owner or the Architect in progress reports. If a progress report indicates any delays, the Contractor will be required to propose and submit a recovery schedule to correct the delay. No progress report will constitute an adjustment in the Contract Time or Contract Sum unless the adjustment is agreed to by the Owner and is authorized pursuant to a Change Order. It is expressly agreed that the "float" contained in the Project schedule shall be managed, and all decisions regarding its usage shall be made solely by the Contractor. Such decisions shall be made based on what is best for the overall Project, and to the mutual benefit of all parties, including the Owner, Architect, Subcontractors, and Contractor. The float in the schedule does not belong to the Contractor's Subcontractors. It is expressly agreed that subcontractors shall have no right to make claims for time extensions or additional general conditions costs for changes in interim dates and sequences that do not extend the final completion date referenced in the subcontract. In recognition of the scope and complexity of the Project, it is to be reasonably anticipated that actual dates and sequences for construction may vary slightly from the planned schedule. No claims for such immaterial changes will be considered.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that, at all times, the Work is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.13.4 Without limitation of any other provision of the Contract Documents, the Contractor shall use best efforts to minimize any interference with the occupancy or beneficial use of (i) any areas and buildings adjacent to the site of the Work and (ii) the building in the event of partial occupancy, as more specifically described in Paragraph 9.9. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,

compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The Contractor's indemnity obligations under Section 3.18 and its subsections will also include all fines, penalties, damages, liability, costs, expenses (including reasonable attorneys' fees) and any punitive damages arising out of or in connection with any violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of the Work by the Contractor, Subcontractor, or any person or entity for whom either is responsible, means, methods, procedures, techniques, or sequences of execution or performance of the Work, and failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.4 The Contractor will indemnify and hold harmless all the Indemnitees from and against any costs and expenses, including reasonable attorneys' fees, incurred by any of the Indemnitees in enforcing the Contractor's defense, indemnity, and hold harmless obligations under this Contract.

§ 3.18.5 Neither final payment by the Owner nor acceptance of the Project shall constitute a waiver of the foregoing indemnities and, notwithstanding any provision herein to the contrary, the foregoing indemnities shall survive the termination of the Agreement for any reason whatsoever.

§ 3.18.6 To the fullest extent permitted by law, there is no limit on indemnification to the extent that the claim, damage, loss, or expense: 1) is caused by the negligent or intentional acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, and; 2) is not caused in whole or in part by a party indemnified hereunder. If Section 725.06, Florida Statutes is deemed to require a monetary limit for any claim, damage, loss, or expense caused in part by a party indemnified hereunder, then the per occurrence monetary limit on Contractor's duty to indemnify the Owner under this Section 3.18 shall be an amount equal to the per occurrence limit of Contractor's CGL coverage, regardless of whether or not coverage is available, and the Contractor and the Owner expressly agree that this monetary limit bears a reasonable commercial relationship to this Agreement. The Contractor agrees that this monetary limit on the extent of indemnification shall be considered as part of the specifications for the Project. However, the Contractor shall not be required to indemnify the Owner for that proportion of such loss, cost, expense, or damage ultimately adjudicated as having arisen from the negligent or intentional acts or omissions of the Owner, its employees, officers, or directors in connection with the Agreement or Project.

§ 3.18.7 The duty to defend under this Section is separate and independent from the duty to indemnify, and the duty to defend the Owner exists regardless of any ultimate liability of the Contractor or any Indemnatee. The duty to defend arises immediately upon presentation of a claim by any party that, under its broadest interpretation, alleges that a claim, damage, loss, or expense was caused in whole or in part by a negligent or intentional act or omission of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, and written notice of such claim being provided to the Contractor. The Contractor's obligations to indemnify or defend under this Section will survive the expiration or earlier termination of this Agreement unless and until it is determined by a final judgment that an action against the Indemnified Party or Parties for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

§ 3.18.8 If any word, clause, or provision of this Section is determined not to comply with Section 725.06, Florida Statutes, including any amendments thereto, said word, clause, or provision shall be stricken and the remaining words, clauses, and provisions shall remain in full force and effect. It is the intent of the parties that this Section fully complies with Section 725.06, Florida Statutes, including any amendments thereto, in all respects.

§ 3.18.9 The Contractor shall indemnify, defend, and hold harmless the Owner from and against all claims or rights of lien or encumbrance upon or against the Owner's property, the Work, the Project, or any payments for which the Owner may be obligated to pay under this Agreement as a result of the Contractor's or Subcontractor's furnishing of the Work, including without limitation, labor, supplies, materials, or equipment to the Project unless such liens are the result of the Owner's failure to remit payments properly due under the Agreement. Nothing herein shall limit the Contractor's obligations under Section 9.3.3.1.

§ 3.18.10 Indemnification hereunder is in addition to and not in lieu of any common law indemnification to which the Indemnitee is entitled.

§ 3.18.11 The Contractor's obligations pursuant to this Section 3.18 shall survive completion of the Work and/or termination of the Agreement.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. Any reference in the Contract Documents to the Architect's taking action or rendering a decision within a "reasonable time" is understood to mean no more than five (5) working days.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall then be that of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. In no event shall the Architect have authority to order changes in the Work involving adjustments to the Contract Sum or Contract Time without the written approval of the Owner.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, but shall report the same to Owner where such failures become known. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. Nothing herein shall otherwise preclude the Owner from communicating with subcontractors or suppliers for purposes of confirming payments to such parties are properly remitted, provided that the Owner shall advise the Contractor of any such communications. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith. The liability of the Architect to the Owner is subject to a separate professional services agreement between Architect and Owner. The Contractor agrees that the Contractor is not a third-party beneficiary to the professional services agreement between the Architect and the Owner. The Contractor agrees that the Architect is not an employee of the Owner and understands that the Architect represents the Owner in the Architect's capacity.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor, as defined in Section 6.1.1, performing under a separate contract or agreement with the Owner for scopes not involved in the Project.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract and before awarding Subcontracts, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. The notification shall include a complete description of the scope of work such person or entity has bid to perform. Within 14 days of receipt of the information, the Owner or Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect or Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Provided the Contractor has fully complied with the requirements of this Section 5.2 and other related provisions of this Agreement, the Contractor shall provide to the Architect and Owner through electronic data storage via “cloud storage” at such location of which the Contractor will notify the Owner in writing, or through the Owner’s specified system, if applicable, a list of all subcontracts awarded, a copy of the executed subcontract agreement, and a summary for each subcontract agreement for each person or entity which the Contractor awarded a portion of Contractor’s Scope of Work, the dollar amount of the subcontract, and a summary and explanation of any variance between that amount and the dollar amount set forth in the applicable GMP Amendment and prior Schedule of Values for the same Scope of Work.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into

similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Copies of all subcontracts shall be made available to the Owner, the Architect, or any party performing an audit under the Contract Documents as requested.

§ 5.3.2 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Each subcontract will specifically provide that Owner is only responsible to Subcontractor for those obligations of the Contractor that accrue after the Owner's exercise of any rights under the assignment provided. However, upon such assignment, the Owner will remain liable for any unpaid subcontract balance due a Subcontractor by the Contractor to the extent the Owner has not paid the Contractor for such Work performed.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract.

§ 6.1.2 When separate contracts are awarded for installation of Owner furnished equipment or different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces as described herein or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.1.5 Notwithstanding anything contained herein to the contrary, Owner has the right to perform construction related to the Project with Owner's own forces as long as the construction by Owner does not affect the critical path of the Project.

§ 6.1.6 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. The Contractor's acceptance of an assignment of a contract is contingent upon Contractor's review and acceptance of the assignee's qualifications and the assignee executing Contractor's standard form of agreement. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect and Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect and Owner of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction, provided that the Contractor properly submits a Claim on account of same.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

§ 6.4 Assignments of Contracts

§ 6.4.1 Owner reserves the right to assign to Contractor contracts separately negotiated with other Contractors performing Work on this Project and its appurtenances. Cost for such assignments shall be added to Contract Sum by a Change Order. Owner will pay Contractor a fee for handling, coordination, and administration of the Work provided in assigned contracts in accordance with Article 7. Changes in the Work and associated modifications. The Contractor's acceptance of an assignment of a contract is contingent upon Contractor's review and acceptance of the assignee's qualifications and the assignee executing Contractor's standard form of agreement.

§ 6.4.2 Contractor agrees to accept assignments of contracts provided in Section 6.4.1 above and to administer and coordinate the Work there under in same manner as if Contractor was original contracting party, but Contractor will not be required to accept assignment of contracts from parties for whom Contractor makes a reasonable objection.

§ 6.4.3 Contractor agrees prior to commencement of Work under assigned contracts to modify the private or public Payment and Performance Bond, as applicable, under Contractor's original Contract to conform to adjusted Contract amount, including administration fee, as shown on said Change Order, covering modification provided for therein.

§ 6.4.4 Contractor further agrees to obtain modifications to insurance policies required in Contractor's original Contract to specifically include the Work provided for in said assigned contracts.

§ 6.4.5 Certification of modification to bonds and insurance policies acceptable to Owner shall be submitted to Owner through Architect prior to commencing Work under assigned contracts.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Section 7.3 and Section 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work or Owner, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect, and having no legal effect until so signed, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 An agreement on any Change Order will be considered a final settlement as to all Contractor Claims of any kind or character relating directly or indirectly to the change in the Work that is the subject of the Change Order.

§ 7.2.3 Contractor and Owner agree to use the Change Order form, AIA Document G701-2017.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect, after consulting with the Owner, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and Owner and shall not proceed to implement the change in the Work until such matters are resolved with

the Architect and Owner, including any agreed alteration to a Change Order or Change Directive. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The actual date of Substantial Completion of the Project is the date certified by the Architect in accordance with Section 9.8 or agreed to in writing between Owner and Contractor.

§ 8.1.4 Except where specifically indicated as "working day" in Contract Documents, the term "day" shall mean "calendar day".

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement or any modifications or amendments thereto, the Contractor warrants that the Contractor has accounted for and anticipated foreseeable delays and that the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by the act or neglect of the Owner, or of an employee of the Owner, or by a separate contractor or design professional employed under contract with the Owner; or by changes ordered in the Work by Owner; or by labor disputes, fire, unavoidable casualties, worldwide pandemic identified by the WHO and CDC (together with the additional requirement that such worldwide pandemic was, in fact, the cause of prevention of performance by Contractor that directly resulted in such delay), the results of which could not reasonably be avoided or mitigated, or other similar causes not reasonably foreseeable and beyond the Contractor's control despite the exercise of due care, or by other causes that the Owner determines in its sole discretion may justify delay, then, subject to Section 8.3.3 and other provisions of this Article 8 and this Agreement, the Contract Time shall be extended by Change Order provided such delay will prevent the Contractor from achieving Substantial Completion and/or Final Completion of the Project within the Contract Time. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been reasonably anticipated, by the Contractor, or if reasonably anticipated, could not have been mitigated by the Contractor using reasonable commercial efforts, and, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day. The Owner shall not unreasonably withhold approval of a Change Order requesting additional time due to delay when (a) the delay was reasonably unforeseeable at the time of the execution of the Contract, (b) the delay was not caused by the Contractor or its subcontractors or suppliers, and (c) the delay affected the Project's critical path.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Contractor's only remedy for (i) delay in commencement, prosecution, or completion of the Work, provided such delay will prevent the Contractor from achieving Substantial Completion and/or Final Completion of the Project within the Contract Time; (ii) hindrance or obstruction in the performance of the Work; (iii) loss of

productivity; or (iv) other similar claims (collectively referred to as “Delays” or “Delay”) shall be a time extension, unless caused by the actions or omissions of the Owner or anyone under Owner’s control, which in such event may constitute a compensable delay for which Contractor, subject to Contractor submitting a timely written fully documented Claim to Owner, may be entitled to receive the following compensation as its sole remedy.

- .1 Either extended General Conditions of Contractor for the Owner approved extension of Contract Time (a commensurate per diem increase in its General Conditions, based upon the dollar amount of the original GMP for General Conditions approved by Owner) or the Owner approved Stipulated General Conditions, if a prior audit was performed and approved by Owner divided by the original number of days of Contract Time (as may have been adjusted by Change Order) and reasonable fully documented out of pocket costs and expenses of the General Conditions of Contractor’s affected subcontractors or suppliers which were directly impacted by all or a portion of the Delay.
- .2 A per diem increase in General Requirements of Contractor (time related only) based upon the dollar amount of the original General Requirements approved by Owner (time related only), divided by the original number of days of Contract Time (as may have been adjusted by Change Order) and the reasonable fully documented out of pocket costs and expenses of the General Requirements of Contractor’s affected subcontractors or suppliers which were directly impacted by all or a portion of the Delay.
- .3 Contractor shall include within documentation furnished by the Contractor to Owner an “as-planned” construction schedule and an “as-built” construction schedule and all schedule updates, together with a comprehensive schedule analysis demonstrating that the effect of the Delay extended the date of Substantial Completion of the Project and, such additional information and documentation as Owner may reasonably request.
- .4 Notwithstanding anything to the contrary herein, a delay shall not be compensable for any period where there was a concurrent critical path delay caused by the concurrent actions or omissions of Contractor and Owner, including anyone directly or indirectly under their control. For the avoidance of doubt, Contractor shall be entitled to an equitable adjustment in the Contract Time, but not Contract Sum, for concurrent delay.
- .5 Contractor shall not be entitled to compensation for any Force Majeure Events, except as set forth in Section 3.2.4 of this Agreement.

Other than extended General Conditions and General Requirements (time related only), as described in the preceding sections, neither Contractor, nor any subcontractor or material supplier of Contractor at any tier, shall be entitled to any compensation or recovery of any damages in connection with any Delays, including, without limitation, consequential damages, loss of opportunity costs, impact damages, loss of productivity, home office overhead, or other similar remuneration or for additional non-time related General Requirements. The Owner’s exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner’s exercise of such rights or remedies, shall not be construed as hindering the Contractor’s performance of the Work to the extent that the exercise of such rights does not impact the critical path.

§ 8.3.4 If the Contractor submits a schedule or progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to the contractually required Substantial Completion date, Contractor shall provide separate written notice to Owner advising Owner of same at least ninety (90) days prior to the earlier proposed Substantial Completion date, otherwise no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

§ 8.3.5 The Owner may, at its sole discretion and for any reason, direct the Contractor to accelerate the schedule of performance of Work by providing overtime, extra shifts, Saturday, Sunday and/or holiday work and /or by having all or any subcontractors or sub-subcontractors designated by the Owner provide overtime, extra shifts, or additional crews to meet any of the schedule milestones. Any acceleration program by the Contractor shall only include the critical path and/or near critical path Work. To the extent such acceleration is required due to Contractor’s negligence or failure to timely or properly progress the Work in order to meet the schedule, or failure to obtain an extension of the Substantial Completion date as required herein, Contractor shall not be compensated for costs associated with a said direction to accelerate, but will be compensated proportionately to the extent of and if such acceleration is due to other causes outside the control of the Contractor and its subcontractors and suppliers as provided in this Agreement.

§ 8.3.6 Delays and/or price escalations due to delays caused by tardy or non-approved shop drawings submittals, tardy material ordering or shipment, or any other delays caused by the Contractor, a supplier, a Subcontractor, or sub-subcontractor, or anyone directly or indirectly under contract with any of them, shall not be deemed a valid cause for excusable delay and shall not be accepted as a basis for a Claim for price escalation or extension of time, as the scheduling, control and risk associated with a supplier and a Subcontractor failure to provide materials on-time and on-budget is part of the Contractor's responsibility under this Agreement.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner upon execution of the Agreement and before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and Owner and supported by such data to substantiate its accuracy as the Architect and Owner may require, and unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 The form of Application for Payment shall be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet, in the latest edition forms, submitted in quadruplicate.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Contractor shall also comply with the following requirements:

- .1 The aggregate cost of materials stored off site shall not exceed one dollar (\$1.00) at any time without written approval of the Owner.
- .2 Title to such materials will be vested in Owner, as evidenced by documentation satisfactory in form and substance to Owner and Owner's Construction Lender, if any, including, but not limited to, recorded financing statements, UCC filings, and UCC searches.
- .3 With each Application for payment, Contractor shall submit to the Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor agrees that it will be responsible for obtaining adequate insurance for the Owner for materials stored off the Project site in an amount not less than the total value thereof, unless covered by the Builder's Risk insurance established for the Project.
- .4 The consent of the surety will be obtained to the extent required before the payment for any materials

- stored off the Project site.
- .5 Representatives of the Owner and the Lender (if any) shall have the right to make inspections of the storage areas at any time during normal business hours.
 - .6 Such material shall be (1) protected from diversion, destruction, theft, and damage to the satisfaction of Owner and the Lender (if any), (2) specifically marked for use on the Project, and (3) separated from other materials at the storage facility.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. As a condition to payment, the Contractor shall promptly tender to the Owner and cause all subcontractors to promptly tender to the Owner acknowledgments of payments and releases of liens and rights to claim liens which shall be conditional releases through the date of the last preceding advance, and concurrently with the final advance, and which shall be conditional releases through the period relating to the current Application for Payment.

§ 9.3.3.1 Notwithstanding the foregoing, if any mechanics' liens or other claims shall be filed or maintained against the Owner's buildings or improvements or real estate appurtenant thereto, for or on account of any Work or in furtherance of the erection, construction, or completion of the Work contracted for herein, then it shall be the obligation of the Contractor, within seven (7) days of receipt of written notice of the lien or other claim, to make provision satisfactory to Owner for the satisfaction, discharge or bonding of such liens or claims, including furnishing a bond to indemnify against such liens or claims. Notwithstanding the foregoing, if a lien is filed as the result of the Owner's failure to remit payment properly due pursuant to the Contract, then Contractor's duties under this Section 9.3.3.1 shall not apply.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to

such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 Notwithstanding any certification or withholding thereof by the Architect, the Owner with notice to the Contractor, for any such reasons as set forth above may elect to also withhold such amounts from amounts due or to become due to the Contractor. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment or the Owner withholds payment under Sections 9.5.1.3 or 9.5.2 above, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, including its approval by the Architect or Owner, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If directed by the Owner, the Contractor shall substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up (but not including demobilization or remobilization unless and until a payment dispute continues for a period of sixty (60) days from the date when payment was due after receipt by Owner of the aforesaid notice), plus interest as provided for in the Contract Documents, provided further that Contractor has otherwise complied with all conditions precedent to payments, including, but not limited to, the furnishing of required lien and bond waivers and release of claims and Final Payment Affidavit.

§ 9.7.2 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment will be made promptly upon demand by Owner. If Contractor fails to promptly make any payment owed to Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner has an absolute right to offset such amount against the Contract Sum. Owner may also, in its sole discretion, elect either to (1) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (2) issue a written notice to Contractor reducing Contract Sum by an amount equal to that which Owner is owed.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all applicable certificates of occupancy and any other applicable permits, approvals, licenses, and other documents from any governmental authority having the necessary jurisdiction for the beneficial occupancy of the Project.

§ 9.8.2 The Architect shall make site visits to determine interim Dates of Substantial Completion of the Project. Any fees that the Owner incurs for additional site visits of the Architect for determination of Substantial Completion after the Project has failed to properly meet the date of Substantial Completion will be at the expense of the Contractor and reimbursable to the Owner. The Owner shall deduct the amount of the Architect's compensation for re-inspection services from the final payment. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The operation and maintenance data shall have been submitted and approved, system demonstrations shall have been performed, and a certificate of occupancy shall have been issued before final Substantial Completion can be achieved.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts

withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) submission by the Contractor to the Architect and the Owner of as-built drawings, (6) submission by the Contractor to the Owner of a complete list of Subcontractors and principal vendors on the Project, including addresses and telephone numbers, (7) submission by the Contractor to the Owner of an indexed, loose leaf binder of complete installation, operation and maintenance manuals, including all manufacturers' literature, of equipment and materials used in the Work, (8) submission by the Contractor to the Owner, in an indexed, loose leaf binder, of all inspection reports, permits, and temporary and final certificates of occupancy and licenses necessary for the occupancy of the project, (9) any and all other items required pursuant to the Contract Documents (10) all requirements of Section 7.2 of the Agreement (Labor Costs), (11) the Contractor's final lien waiver, together with final lien waivers for all subcontractors, (12) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (13) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 any obligations of the Contractor pursuant to the Contract Documents surviving completion of the Work and final payment, including without limitation, with respect to indemnification or insurance, or any claims arising thereunder; or
- .5 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to Project and improvements in the adjacent property. Any damage by the Contractor, or anyone for whom the Contractor is responsible, to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor will also give the Owner and Architect reasonable advance notice of the Contractor's intent to use or store hazardous materials and engage in unusual activities. Pursuant to Section 3.18, the Contractor agrees to indemnify the Owner for any claims brought against the Owner resulting from the Contractor's storage or use of hazardous materials.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and reasonably protect the Work, as necessary, from injury.

§ 10.2.10 The Contractor will promptly report in writing to the Owner all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage. The Contractor's written report will give full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not

addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a concealed and undisclosed hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor also agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims

set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit, and other similar employee benefit acts that apply to the Work to be performed, including private entities performing Work at the site and exempt from coverage on account of the number of employees or occupation, which entities shall maintain voluntary compensation coverage at same limits specified for mandatory coverage for the duration of Project;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees, or person or entities excluded by statute from requirements of Section 11.1.1.1 but required by Contract Documents to provide insurance required by that section;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than three (3) years after final payment; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under

Section

3.18 for bodily injury or destruction of tangible property (other than the Work itself).

§ 11.1.2 The Contractor's insurance shall meet and comply with all requirements set forth in Section 14.3 of the Agreement. The insurance required by Section 11.1.1 and any Supplemental Conditions to the Contract shall be written by one or more responsible carriers reasonably acceptable to the Owner for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Copies of certificates of insurance and declarations pages of the policies referenced therein (including any endorsements to such policies) acceptable to the Owner shall be filed with the Owner within three (3) days prior to commencement of the Work and prior to bringing any equipment or personnel onto the site of the Work or the Project site, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and declarations required by this Section 11.1 shall confirm that the policies contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Except for the Worker's Compensation, Employer's Liability Insurance, and Professional Liability policies, Owner and Owner's Project lender(s), if any, shall be listed as an additional insured with a waiver of subrogation under the insurance policies referenced in Sections 11.1.1 (except for the insurance under Section 11.1.1.1) and any Supplemental Conditions to the Contract.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, Owner's Project lender(s) as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner and Owner's Project lender(s) as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 In no event shall any failure of the Owner to receive certified copies or certificates of policies required under Paragraph 11.1 or to demand receipt of such certified copies or certificates before to Contractor's commencement of Work be construed as a waiver by the Owner or Architect of Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

§ 11.1.6 When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy.

§ 11.1.7 The general aggregate limit under the Contractor's commercial liability insurance shall, by endorsement, apply to this Project separately.

§ 11.1.8 The Contractor shall cause each Subcontractor to (i) procure insurance reasonably satisfactory to the Owner and (ii) name the Indemnitees as additional insureds under the Subcontractor's commercial general liability policy. The additional insured endorsement included on the Subcontractor's commercial general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

§ 11.1.9 Premiums and Assessments: Companies issuing the insurance policies shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor except the deductibles related to Builders Risk, if any.

§ 11.1.10 Primary Coverage: The coverage provided herein shall be primary and noncontributory with any other insurance maintained by the Owner, or any other additional insured, for its benefit; including self insurance.

§ 11.1.11 The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and approved by the Owner. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor. All insurance must be written by companies approved to do business in the State of Florida by the State Board of Insurance.

The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor agrees that only the required insurance coverage identified in this Agreement as it pertains to the Contractor will be reimbursed by the Owner. The Owner shall be named as an additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.12 Limits on Types of Insurance Costs Paid by Owner. No insurance, bond, or subcontractor default insurance costs or coverages shall be reimbursed by Owner, charged to Owner, or paid by Owner aside from those specifically required by the Contract Documents unless separate (i.e. not simply carried in an estimate, GMP, etc.) and prior written approval for the same has been furnished by Owner in advance. For any coverages, bonds or insurance not required and not so approved, any such costs shall be at Contractor's sole expense should Contractor elect to maintain such insurance, bond, subcontractor default, or coverages.

§ 11.1.13 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.14 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from

an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The

Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for the reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering, repair, and replacement shall by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs, and the cost of correction, shall be at the Contractor's expense unless the condition was caused by the Owner or a Separate Contractor, in which event the Owner shall be responsible for payment of such costs, without prejudice to the Owner's rights to seek reimbursement from the Separate Contractor where appropriate.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion, the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 During the time between the date of Substantial Completion to the expiration of one year thereafter, or such longer period as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents that will not extend beyond the applicable statute of limitations or statute of repose under Florida law, for any Work that is found to be defective repair shall be commenced by the Contractor at his own

expense within ten days after written notice has been given to him by the Owner, and the Contractor shall prosecute the Work with continued diligence to completion. If the Contractor does not continuously and diligently prosecute the Work to completion, the Owner may, after 5 days written notice, make the necessary repairs and charge the cost of same to the Contractor without giving any notice to Surety. In the case of an emergency brought about by defective Work of the Contractor, the Owner may proceed immediately to make the necessary repairs and charge the cost of same to the Contractor and/or Surety without giving any notice to the Contractor and/or Surety, and, by agreement of the parties, without causing spoliation of evidence arguments given the emergency nature. This obligation shall survive termination of the Contract. Notwithstanding the foregoing, in the event any of the Work which has been performed by Subcontractors is found to be not in accordance with the requirements of the Contract Documents ("Subcontractor's Defective Work"), and the Subcontractor's Defective Work is covered by a warranty given by the Subcontractor, which warranty is still in effect at the time the Owner discovers such Subcontractor's Defective Work, then the Owner agrees, provided that Contractor's warranty period has expired, that (i) Contractor shall not be liable for such Subcontractor's Defective Work, and (ii) to pursue the correction of such work by enforcing the terms of the subcontract warranty relating thereto directly with the Subcontractor responsible therefore. The Contractor agrees to execute such documents as may be necessary to ensure that any warranty given by any Subcontractor performing any Subcontractor's Defective Work will inure to the benefit of the Owner. All supporting costs for warranty work beyond what is covered by the direct manufacturer or workmanship warranties shall be billed to the Owner on a cost plus fee of 5% throughout the duration of the warranty period.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 Upon completion of any Work under or pursuant to Paragraph 12.2, the one-year correction period in connection with the Work requiring correction will be renewed and recommenced. The obligations under Paragraph 12.2 cover any repairs and replacement of any part of the Work or other property that is damaged by the defective Work. The parties understand and agree that the warranty period shall not be renewed or recommended with respect to any improvements that were not the subject of any repair or replacement..

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Owner shall have the right to operate equipment until defects are corrected and warranties are met and shall also have the right to operate rejected equipment until it is replaced and without charge for depreciation, use, or wear.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, or set forth elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender or other entity providing construction financing or credit enhancement for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded and (2) tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the cost to the Contractor.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Written Notice

§ 13.6.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.6.2 Proposals, approvals, instructions, requests, claims, demands, and other notices shall be made in writing.

§ 13.7 General Provisions

§ 13.7.1 Each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is prohibited by law or is found to be invalid under any law, only such provision or portion thereof will not be effective, without any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provisions, which are deemed severable.

§ 13.8 Equal Opportunity

§ 13.8.1 Contractor shall maintain policies of employment as follows:

§ 13.8.1.1 Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of non-discrimination.

§ 13.8.1.2 Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§ 13.9 No Oral Waiver

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by the Owner. No person is authorized on behalf of the Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by the Owner and shall not relieve the Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

§ 13.10 Notice Regarding Liens

§ 13.10.1 The Contractor shall provide all notices required or permitted by the laws of the state in which the Project is located for the protection of the Owner from liens and claims of lien if permitted or required by applicable law. The Contractor shall be responsible for filing in the appropriate court or other governmental office records all such notices as required or permitted by the laws of the state in which the Project is located.

§ 13.10.2 The Contractor shall provide the Owner with copies of all notices received by the Contractor from subcontractors, sub-subcontractors, and/or suppliers to the Contractor.

§ 13.11 Venue/Attorneys' Fees

The sole and exclusive venue for any suit or action arising out of or relating to this Contract shall be in the appropriate court situated in the Florida county in which the Project is physically located. Further, in the event of any suit arising out of or relating to this Contract, the prevailing party in such proceedings, as determined solely by

the court, shall be entitled to recover their reasonable attorneys' fees and costs against the non-prevailing party. As used herein, the term "attorneys' fees and costs" shall include, without limitation, fees for legal counsel, paralegal expenses and fees, expert witness fees (including for any such expert witness, travel, food, and lodging expenses, if reasonably necessary), and other reasonable fees or expenses billed to the party or incurred on the party's behalf in connection with any such proceeding, whether any such court proceedings are in state, federal, or bankruptcy court. **Further, the parties expressly waive all rights to trial by jury in any litigation involving the project or this contract.**

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents unless such non-payment is the subject of a claim under dispute and is being resolved as provided in the Agreement or the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on the portion of the Work so executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause by providing the Contractor with written notice of termination for convenience which notice may direct the Contractor as to any of the items outlined in Section 14.4.2.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 Unless the notice directs otherwise, immediately discontinue the Work on that date and to the extent specified in the notice;
- .2 Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued;
- .3 Cancel, or if so directed by the Owner, transfer or assign to the Owner all or any of the commitments and agreements made by the Contractor to the project;
- .4 Assign or promptly make every reasonable effort to procure cancellation upon terms satisfactory to the Owner of all orders and subcontracts and shall thereafter do only such Work as may be necessary to preserve and protect work already in progress and to protect materials, plants and equipment on the site or in transit thereto; and
- .5 Take actions necessary or that the Owner may direct, for the protection and preservation of the Work.

§ 14.4.3 Upon such termination, and in the event the Owner directs the Contractor to take actions necessary or that the Owner may direct, for the protection and preservation of the Work, as set forth in Section 14.4.2.5 above, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination, demobilization costs, for costs incurred beyond the date of termination by reason of such termination, and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions and the portion of the fee it has earned up to the time of termination and on any reasonably unavoidable costs incurred beyond the date of termination by reason of such termination. The Contractor hereby waives all other claims for payment and damages, including, but not limited to, anticipated profits. The Owner will be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) agreed upon claims that the Owner has against the Contractor under the Contract (or otherwise Owner reserves any and all legal rights to such claims), and (iii) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum..

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Intentionally Deleted

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor must be initiated by written notice to the other party, with a copy sent to the Architect, even though the dispute process in this Agreement has excluded the Architect serving as the Initial Decision Maker. Claims by either party shall be initiated within 21 days after the occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes the condition giving rise to the claim, whichever is later; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall cooperate with the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a claim. Claims may also be reserved in writing with the time limits set forth in Section 15.1.3. If a claim is reserved, the Resolution of Claims and Disputes procedures described in Section 15.1.3 shall not commence until a written notice from the claimant is received by the other party. Any notice of claim or reservation of claim must clearly identify the alleged cause and the nature of the claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the claim.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will review Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

- .1 Claims for extension of time shall be stated in number of whole or half calendar days. The actual dates on which the delay(s) occurred and the critical path activities on the schedule affected by the delay must be stated. Said request shall specifically detail the extension of the critical path of the Project caused by the events which underlie the time extension request and must include substantiating documentation, correspondence, notices, and any other data which provides proof of the events which are the basis for the Claim. Any claim not including said data shall be deemed waived and will be rejected by the Owner until such time as Contractor provides such data in accordance with the contract documents.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

- .1 Anticipated Normal Weather Days: The time stipulated in the Contract Agreement for completion of

- the work includes the number of calendar days, for anticipated delays due to normal weather conditions. No time extensions for delays due to weather will be allowed until and unless such delays exceed the time included for normal weather delays. In case of claims for extension of time because of adverse weather conditions, such extension of time shall be granted only because such adverse weather conditions prevented the execution of critical path work on normal working days.
- .2 A weather table reflecting meteorological data from the closest International Airport to the Project or other reliable meteorological data will be used to determine Contract time extension due to adverse weather conditions. For the purposes of this Contract "adverse weather conditions" will be interpreted as the number of days in excess of the normal on which rainfall exceeds one inch.
 - .3 Weather days adjustments must be presented and addressed at the monthly meetings between Owner and Contractor.
 - .4 There will be no Weather days adjustments for a Project with interior renovation Work only.

§ 15.1.7 Waiver of Claims for Consequential Damages

Except to the extent covered by the valid and collectible insurance required respectively to be carried by Contractor or Owner under Article 11, the Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Intentionally Deleted

§ 15.2.2 Intentionally Deleted

§ 15.2.3 Intentionally Deleted

§ 15.2.4 Intentionally Deleted

§ 15.2.5 Intentionally Deleted

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 Intentionally Deleted

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Litigation

§ 15.4.1 Any Claim subject to, but not resolved by, mediation shall be subject to litigation unless the parties mutually agree otherwise, all legal proceedings shall be filed solely in a court of competent jurisdiction located in the Florida county where the Project is located.

§ 15.4.1.1 Intentionally Deleted

§ 15.4.2 Intentionally Deleted

§ 15.4.3 The Contractor and the Owner shall not be obligated to resolve by arbitration any Claim or dispute related to the Contract. Any reference herein to arbitration in connection with such Claims or disputes is hereby deemed void. However, the parties may, but are not obligated to, mutually agree in writing to submit any Claim or dispute to binding arbitration, upon such terms as may be set forth in writing and agreed to by the parties. In the absence of such a written agreement, neither party shall be obligated to submit any Claim or dispute to arbitration.

Mayor
Rusty Johnson

City Manager
Craig Shadrix



Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

September 24, 2025

**ADDENDUM NO. TWO (2)
CITY OF OCOEE
RFQ #25-009 CONSTRUCTION MANAGER AT RISK FOR THE
NEW OCOEE FIRE STATION #38 FACILITY**

This addendum shall modify and become a part of the original RFQ Documents. This addendum consists of four (4) pages. Respondents should acknowledge receipt of this addendum in the space provided in the RFQ Documents. Failure to do so may subject the Respondent to disqualification. All dates remain the same.

Answers to questions received/ Amendments to the RFQ Documents are as follows:

Q1. The RFQ specifies a 7,500 SF, 3-bay fire station with site improvements. Will preliminary site layout, utility plans, or a geotechnical report be provided prior to GMP development?

A1. Yes. The CMAR will be involved with the design phases and have required site conditions identified prior to GMP development.

Q2. The RFQ references compliance with the "City of Oviedo land development code." Please confirm if this should be "City of Ocoee."

A2. Yes, it should be City of Ocoee.

Q3. Will the Owner be providing FF&E and specialty fire station equipment (turnout gear storage, exhaust systems, fitness equipment), or should these be included in the GMP?

A3. This will be determined during the Precon phase.

Q4. The Addendum notes a total project budget of \$5,000,000, with construction capped at \$4,500,000. Does this \$4.5M include site development, utilities, and contingencies, or are those funded separately?

A4. The \$4,500,000 includes construction, site development and utilities. Owner contingency will be outside of the \$4,500,000.

Q5. What level of design completion (schematic, DD, or CD) will be available at the time of GMP submission?

A5. The GMP proposal will be based on 95% construction documents.

Q6. Addendum 1 lists milestone dates as TBD. Can the City provide target dates for: Construction start, Substantial Completion, Final Completion?

A6. Design schedule is:

Total Design Phases = 7 months

Phase One – Planning = 30 days

***Includes in meeting page turn for City Review**

Phase Two – Schematic Design = 60 days

***Includes in meeting page turn for City Review**

Phase Three – Design Development = 60 days

***Includes in meeting page turn for City Review**

Phase Four – Construction Documents

90% Construction Documents = 45 days

***Includes 2 weeks City Review**

100% Construction Documents = 15 days

***Includes 1 week City review**

Phase Five – Permitting & Bidding = 90 days (estimated)

Phase Six – Construction Administration/Close Out = 12 months (estimated)

Q7. Will there be any phased occupancy?

A7. Phased occupancy is not contemplated.

Q8. Is the April 2026 construction start date still accurate, or subject to change pending design completion?

A8. Construction start is subject to change.

Q9. The Addendum requires 100% performance and payment bonds. Will bond premiums be reimbursable under the GMP?

A9. Bond premiums are included in the GMP.

Q10. Please clarify whether the first 25% of contingency (usable without prior Owner consent) applies to the Construction Manager's Contingency or Owner's Contingency.

A10. 25% contingency limits are for CM AR contingency.

Q11. The Addendum states the Owner may require acceleration of work without compensation if delays are CM-caused. Can the City confirm that acceleration not attributable to CM delays will be compensated?

A11. Acceleration not attributed to CMAR delays will be compensated.

Q12. The RFQ notes "no cost for City-issued permits." Does this include impact fees, water/sewer connection fees, and fire assessment fees, or only building permits?

A12. The building permit fee will be waived; the CMAR will be responsible for water and sewer capital costs.

Q13. Will offsite utility improvements (if required by Ocoee Utilities, Duke Energy, or others) be part of the CM's scope, or handled directly by the City?

A13. Offsite utilities, if any, will be part of the CMAR GMP.

Q14. Addendum 1 states final punch and closeout must be completed within 60 days of Substantial Completion, with liquidated damages possible. What are the daily liquidated damage amounts for late completion?

A14. Liquidated Damages will be calculated based on the anticipated actual costs for delay prior to finalization of the GMP.

Q15. Forms to be submitted is confusing, need clarification:

15.1 On Page 2 you list forms to be completed with an asterisk (*)

A15.1 The asterisk (*) behind each of the forms listed on the TOC indicates these forms are to be submitted with Proposer's qualifications package.

15.2 On Page 9, 19 .a The attached bond forms are to be used.

A15.2 The attached Performance Bond and Payment Bond forms shall be used by the Successful Respondent as indicated in the RFQ.

15.3 On Page 19, there is a section called II Other Forms and you list some of the forms from Page 2 and you add more: >Letter of Intent -Bonding capacity, is this in addition to the Bond Forms? >Exceptions to the Contract Documents (Contract in Addendum 1-AIA133) >Addendum Acknowledgement >Minority Business Enterprise Certification for the CMAR firm, if applicable. >Summary of Litigation We could not find "Forms for these" Can you issue a complete list of Forms in the order you would like them submitted and if some of these requests are not forms, please clarify?

A15.3 For clarification, the Letter of Intent is a document that is obtained from a qualified surety company and must include Respondent's bonding capacity for this project as indicated on Page 19 of the RFQ. The Performance and Payment Bond forms will later be used by the Successful Respondent.

See Page 22 of the RFQ Documents for Summary of Litigation, Acknowledgement of Addenda, and Exceptions. Page 22 provides space for Respondents to provide information regarding those sections. Respondents may attach additional pages if needed.

If a Respondent is a Minority Business Enterprise, the Certification is to be provided with Qualification Package. If Respondent is not, Respondent may provide a page indicating it is not applicable.

For clarification purposes the title of Section II on Page 19 of the RFQ Documents is amended from “II. Other Forms (not included in page limit)” and shall now read “II. Forms, Other Documentation (not included in page limit)”.

Shannon Hopper

Shannon Hopper, CPPB
Purchasing Technician II

cc: Steve Krug, P.E., Public Works Director



Meeting Date: October 21, 2025

Item #: 5

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval to Piggyback Omnia's Contract for the Freedom Park Playground Project. (Parks and Leisure Services Director Johnson)

Background Summary:

As part of our ongoing efforts to keep our city facilities up to date and equipment replaced with durability and maintenance in mind, the Parks and Leisure Services Department has selected the Kompan line as the preferred equipment to meet our needs.

As part of Capital Improvements for Freedom Park, the Parks and Leisure Services Department has budgeted \$150,000.00 in the Fiscal Year 25/26 Capital Budget to replace the playground at Freedom Park. Staff is requesting approval to waive the bid process and piggyback off the Omnia Contract #2017001135 expiring June 30, 2026, competitively bid by Lead Agency City of Charlotte, NC, for installation of a playground by Kompan, Inc.

Kompan has submitted a proposal to supply and install the playground equipment in accordance to the plans, with unit pricing, in the amount of \$149,956.44, based upon the aforementioned contract.

Issue:

Should the Honorable Mayor and City Commissioners approve piggybacking off the Omnia Contract #2017001135 and award the supply and installation of the Freedom Park playground to Kompan in the amount of \$149,956.44?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve piggybacking on the Omnia Contract #2017001135 and award supplying and installation of the Freedom Park playground to Kompan, Inc. in the amount of \$149,956.44 and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received. Staff also recommends that the City Manager be authorized to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Kompan Inc. Cooperative Contract _ Contract Documentation
2. Kompan Inc. Cooperative Contract _ Pricing and Shipping
3. Kompan Sales Proposal SP158139-2
4. Freedom Park Playground Site Plan

5. 2025 Amendment OMNIA Contract #2017001135-15

Financial Impacts:

Funds have been appropriated in the Parks and Leisure Services Department Capital Budget, under Job# P000458 GL 317-572-10-6302, for the installation of new playground equipments at Freedom Park.

Type of Item: Consent

[REGISTER](#)**Kompan Inc.**
Playground Solutions

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

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

City of Charlotte, NC

Contract Number: 2017001135

July 1, 2017 through June 30, 2022

Option to renew for two (2) additional two-year periods through June 30, 2026

RENEWED THROUGH June 30, 2024



Pricing

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

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

Category		Percentage Discount
Service (i.e. installation, design, layout, repair, maintenance, removal, disposal)		5%
List Price of KOMPAN Equipment	Additional Volume Discount	
\$100,000-\$199,000	3%	
\$200,000-\$499,999	6%	
\$500,000 and over	11%	

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

Shipping

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

Sales Proposal

City of Ocoee
Dan Abdo
1 N. Bluford Ave
Ocoee, FL 34761

Quote No. SP158139-2
Customer No. 790009
Document Date 09/25/2025
Expiration Date 11/24/2025

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

Project Name US338576 Freedom Park Ocoee

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
OMNIA Partners Contract #2017001135					
<u>EQUIPMENT</u>					
<u>ELE400065-3717GR</u>	Tipi Carousel w/ Top Brace - Green In-ground 90cm Total CO ₂ Emission 1,030.0 LB (1,030.0 LB/Pieces)	1 Pieces	6,820.00	14.00	5,865.20
					
<u>KSW926-CUSTOM</u>	Custom - Swing Frame , 6 Seat, 8 ft H 20405154	1 Pieces	13,520.00	14.00	11,627.20
					
<u>PCM410332-CUSTOM</u>	Four Tower with Bridges 20405155	1 Pieces	63,780.00	14.00	54,850.80
					
<u>PCE105431-CUSTOM</u>	Rambler 20405156	1 Pieces	32,700.00	15.00	27,795.00
					
FREIGHT	Freight	1 Pieces	9,284.90		9,284.90
INSTALL SPECIAL	Installation of KOMPAN Equipment based on Standard Wages	1 Pieces	42,666.67	5.00	40,533.34

Sales Proposal

City of Ocoee
Dan Abdo
1 N. Bluford Ave
Ocoee, FL 34761

Quote No. SP158139-2
Customer No. 790009
Document Date 09/25/2025
Expiration Date 11/24/2025

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

Project Name US338576 Freedom Park Ocoee

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
-----	-------------	-----	------	------------	------------	-----------

NOTES

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow 11 to 13 weeks for product delivery upon order placement.

Equipment is as per "Freedom Park Ocoee" Site Plan version "K1.0" - dated 09/24/25

Description	Qty	Retail Price	Discount	Net Price
No. of Products	4			
Subtotal - Products		116,820.00	16,681.80	100,138.20
Subtotal - Installation		42,666.67	2,133.33	40,533.34
Subtotal - Freight		9,284.90		9,284.90
Total USD				149,956.44

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

Installation Site Address

Freedom Park Ocoee
351 Thornebrooke Dr
Ocoee, FL 34761

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

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

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

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

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

City of Ocoee
Dan Abdo
1 N. Bluford Ave
Ocoee, FL 34761

Sales Proposal

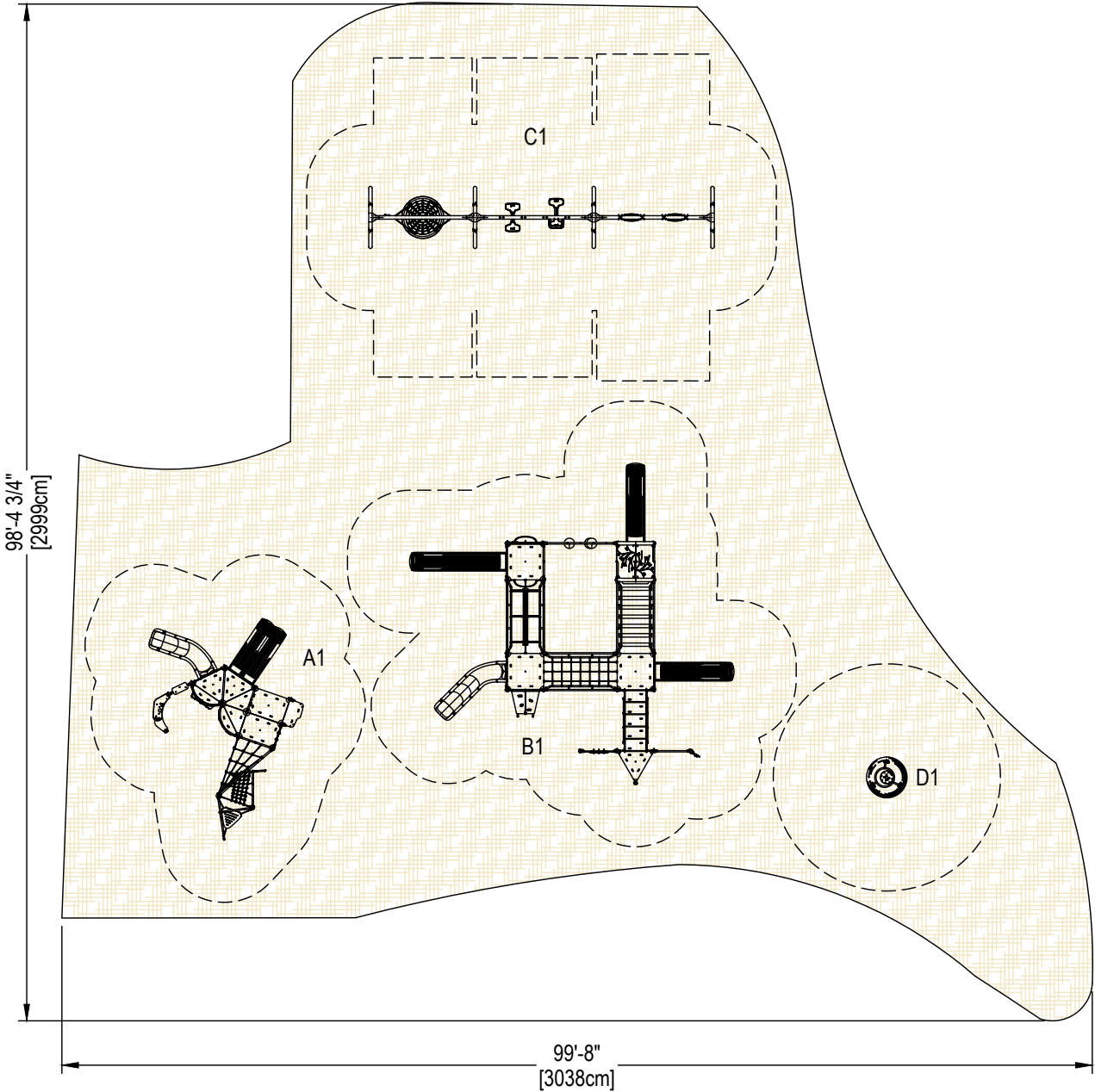
Quote No.	SP158139-2
Customer No.	790009
Document Date	09/25/2025
Expiration Date	11/24/2025

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

Project Name US338576 Freedom Park Ocoee

ADA ACCESSIBLE PATH TO SITE IS REQUIRED, PER 2010 ADA STANDARDS (SECTION 206)

MAINTENANCE OF ASTM F1951 COMPLIANT LOOSE FILL SURFACING IS THE RESPONSIBILITY OF THE SITE OWNER TO ENSURE ADA REQUIREMENTS FOR PATH OF TRAVEL.



EWf AREA: 5928 SF
PERIMETER: 354 LF

#	Product Number	Product Name	M.F.H.	Count
A	PCE105431-CUSTOM_20405156	Rambler	5'5"	1
B	PCM410332-CUSTOM_20405155	Four Tower With Bridges	9'4"	1
C	KSW926-CUSTOM_20405154	Swings	7'11"	1
D	ELE400065-xx17GR	Tipi Carousel w/ Top Brace	1'11"	1

Freedom Park Ocoee

351 Thornebrooke Dr
Ocoee, FL 34761
Site Plan - Ages 2-5 & 5-12



MANUFACTURER'S SHOP DRAWING:

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

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

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 50% OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

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

PREPARED AND PRINTED IN USA BY KOMPAN © 2025 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

SALES REPRESENTATIVE			SHEET
AudBus			K1.0
REVIEW BY DESIGN	DRAWN BY JoaAce	DATE 09/24/25	
REV. NO. -	REV. BY -	REV. DATE -	REVISION NOTES -

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

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

THIS FIFTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Fifteenth Amendment") is made and entered into this 25 of September 2025 by and between Kompan, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Kompan Inc. dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on May 1, 2018, to incorporate new products and unit price adjustments.
- D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments.
- F. The parties amended the Contract on May 15, 2019, to incorporate third-party products and price lists.
- G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments.
- H. The parties amended the Contract on January 1, 2021, to incorporate unit price adjustments.
- I. The parties amended the Contract on May 17, 2021, to incorporate unit price adjustments and add the Domestic (U.S.) procurement preference clause.
- J. The parties amended the Contract on January 1, 2022, to incorporate unit price adjustments and replace the commercial non-discrimination clause.
- K. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- L. The parties amended the Contract on December 22, 2022, to incorporate price adjustments and to incorporate certain other changes.
- M. The parties amended the Contract on June 6, 2023, to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties amended the Contract on January 8, 2024, to incorporate third-party products and price lists and to incorporate certain other changes.
- O. The parties amended the Contract on January 27, 2025, to incorporate the 2025 Price List and to incorporate certain other changes.
- P. The parties now desire to amend the Contract to extend the Term of the Contract by an additional six months and to incorporate certain other changes.

Contract#: 2017001135

Amendment#: 15

Vendor#: 306688

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

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Fifteenth Amendment by reference.
2. Defined terms used in this Fifteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Fifteenth Amendment extends the Term of the Contract by six months to expire on December 31, 2026.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001135
Amendment#: 15
Vendor#: 306688

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

KOMPAN, INC.:

Signed by:
BY: Eric Lewis
3DE00A9DA1DF402...
(Signature)

PRINT NAME: Eric Lewis

TITLE: Treasurer

DATE: 09/11/2025

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

DocuSigned by:
BY: Liz Babson
8E8A04CDBC7D437...
(Signature)

PRINT NAME: Liz Babson

TITLE: Deputy City Manager

DATE: 9/25/2025



Meeting Date: October 21, 2025
Item #: 6

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval to Piggyback the Clay County Contract for the Bob Sorenson Park Ballfield Lights. (Parks and Leisure Services Director Johnson)

Background Summary:

As part of our ongoing efforts to keep our city facilities up to date and equipment replaced with durability and maintenance in mind, the Parks and Leisure Services Department has selected Musco Lighting as the preferred equipment and installation vendor to update our Bob Sorenson Senior League Field lights to LED luminaires.

As part of Capital Improvements for the Bob Sorenson ball fields, the Parks and Leisure Services Department has budgeted \$200,000.00 in Fiscal Year 25/26 for ball field light improvements. Staff is requesting approval to waive the bid process and piggyback off of Clay County bid # 23/24-284, expiring July 23, 2027, for the installation of new LED luminaires by Musco Lighting for these services.

Musco Lighting has submitted a proposal to supply and install the LED luminaires in accordance to the plans, with unit pricing in the amount of \$199,729.00, based upon the aforementioned contract.

Issue:

Should the Honorable Mayor and Commissioners approve piggybacking off the Clay County bid # 23/24-284 and award the supply and installation of the LED luminaires with Musco Lighting in the amount of \$199,729.00?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners proceed with piggybacking on the Clay County bid # 23/24-284 and award supplying and installation of the LED luminaires to Musco Lighting in the amount of \$199,729.00 and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received. Staff also recommends that the City Manager be authorized to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Clay CountyContract 2023_2024-284
2. Sorenson Park - 115656A
3. Sorenson Retrofit Quote 2025

Financial Impacts:

Funds have been appropriated in the Parks and Recreation Department Capital Budget, under Job# P000459 GL 317-572-10-6302, for ball field lighting improvements at Bob Sorenson Park.

Type of Item: Consent

Clay County Contract

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**AGREEMENT TO PROVIDE VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND RECREATION**

This Agreement to Provide Various Equipment and Amenities for Parks and Recreation (“Agreement”) is entered into and shall be deemed effective as of July 24, 2024, and is between Rep Services, Inc., a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued an Invitation for Bid, Bid No.: 23/24-074 (“Bid”), to establish a firm, fixed percentage discount from manufacturer’s and/or bidder’s current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds to include a means for qualifying suppliers and establishing pricing for ballpark lighting services and court surfacing; and

WHEREAS, the Contractor responded to the Bid with a proposal that included Contractor’s products and discount pricing and pricing details for such products and services (“Proposal”); and

WHEREAS, the County evaluated the proposals submitted, and on July 23, 2024, the Clay County Board of County Commissioners of Clay County, Florida (the “Board”) accepted staff’s evaluation and awarded the Bid to the 23 companies that responded to the Bid; and

WHEREAS, the awarded Bids will be utilized on an as needed and as requested basis; and

WHEREAS, to the extent permitted by applicable law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid, including any addendums and attachments thereto, as well as the Proposal apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. EQUIPMENT, PRODUCTS, OR SERVICES

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Donna Fish, Buyer 1 with Clay County Purchasing, or designee.
- (c) The Contractor agrees to provide the Products and Services in accordance with the Bid Scope of Work attached hereto as **Attachment A**, its Proposal attached hereto as **Attachment B**, and the terms and conditions of this Agreement when ordered and/or requested from time to time by the County. As used herein, "Products" shall mean all equipment, amenities, materials, and/or products that the Contractor agrees to provide as stated in its Proposal. As used herein, "Services" shall mean any services that the Contractor agrees to provide as stated in its Proposal or as requested under this Agreement, including, but not limited to, installation of Products for parks and playgrounds, ballpark/field lighting services, court surfacing, and other related services.
- (d) Products and/or Services will be ordered and/or requested by personnel designated by the County on an as needed basis for the quantity requested during the term of the Agreement. Such orders/requests will be made in accordance with the method of ordering section of **Attachment A**. The County at its sole discretion will generate purchase orders as a result of approved quotations submitted in response to a request. Depending on the Services ordered, the Contractor may be required to enter into a separate agreement or task order with the County addressing such Services.
- (e) No later than 30 days prior to the anniversary date of this Agreement throughout the Agreement term, the Contractor may submit an updated Proposal to the Project Manager reflecting any changes to manufacturers and/or Products. Upon receipt, the Project Manager shall review and approve or reject the updated Proposal in writing. If the Project Manager approves the updated Proposal, it shall automatically be deemed to be incorporated into this Agreement and shall replace and/or modify **Attachment B**, in whole or in part, as applicable, as of the date of approval, without the need for a formal amendment or further action by either party. If the Project Manager does not approve the updated Proposal, the original Proposal shall continue without modification.
- (f) In providing the Products and Services, the Contractor shall:
 - 1. Be familiar with the ordered/requested Products and/or Services, deadlines, requirements, and the conditions under which the Products and/or Services are to be provided;
 - 2. Conduct business in a manner that reflects favorably at all times on the services and the goodwill and reputation of the County;
 - 3. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and

4. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(g) In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to provide all Products and Services as may be requested under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Products and/or Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to provide the Products and/or Services comply with the terms of this Agreement, have current licenses and permits required to provide the Products and/or Services, and are fully qualified and capable to perform their assigned tasks.

(h) The Contractor represents and warrants to the County that Contractor is experienced with providing the Products and Services described in this Agreement and is qualified and competent to provide such Products and perform such Services. The Contractor shall provide any and all Products and perform any and all Services requested in a timely, efficient, workmanlike, and cost-effective manner that comports with professional industry standards, applicable federal, state and local laws and regulations, and in accordance with the applicable professional standards.

(i) The Contractor shall provide the Products and Services using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws ("Standard of Care").

(j) In performance of this Agreement, the Contractor is bound by and shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Products and/or Services. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

(k) The County may elect, in certain circumstances, to purchase only Products and have such Products installed by others (e.g., volunteers, County staff, etc.). If such election is made, the Products will be shipped to a designated location and off-loaded by the Contractor.

(l) Non-Exclusive. The parties acknowledge and agree that this Agreement is non-exclusive. Nothing in this Agreement shall be construed to prevent either party from entering into similar agreements with other third parties, or from engaging in any other business activities for such products and/or services, including, but limited to the use of other available bids or contracts.

(m) The County gives the Contractor no guarantee of any Products or Services or any specific amount or quantity of Products or Services that may be accomplished or performed by the Contractor during the term of this Agreement. Additionally, the County makes no guarantee of usage by other users or Contracting Entities of this Agreement.

(n) The County may conduct performance evaluations at any time during the term of this Agreement to ensure the Contractor's compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

2. ADDITIONAL PRODUCTS OR SERVICES

(a) If the County identifies or the Contractor recommends any additional products or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the County, such additional products and/or services, including scope, timing, and fees, as applicable, must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

3. TERM

(a) The term shall begin on July 24, 2024 ("Effective Date") and shall remain in effect for a period of three years continuing through July 23, 2027, unless sooner terminated as provided herein. The Agreement may be renewed for two additional one year periods upon subsequent written agreement of the parties.

(b) The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees to timely provide the requested Products and/or Services in accordance with the Agreement and the deadlines that may be established for such Products and/or Services.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all pending purchase orders, contracts, etc., until all of the rights and obligations of both parties thereunder have been fulfilled or the purchase orders, contracts, etc. have been terminated.

4. WARRANTIES AND REPRESENTATIONS

(a) The Products and Services shall comply with all rules, regulations, and requirements set forth in this Agreement and the Attachments to this Agreement.

(b) Warranties related to the Products and/or Services provided under this Agreement shall be established and confirmed at the time of each individual order. For each order, the Contractor shall provide a warranty statement specifying the duration, scope, and terms of the warranty applicable to the specific Products and/or Services being purchased. Depending on the Services ordered, the warranty may be set forth in a separate agreement or task order with the County addressing such Services.

(c) Neither the Services, nor any Products provided by the Contractor under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.

(d) The Contractor certifies that all Products meet all federal and state requirements. Upon

completion of installation of play equipment and/or playground surfacing, the Contractor shall furnish to the County's Purchasing Department a certificate stating the Products/equipment/surfacing and its installation meet all federal and state requirements as outlined in the publications set forth in **Attachment A** under the Compliance with Laws and Codes section. The Contractor further certifies that if the Product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the Product(s) and installation into compliance shall be borne by the Contractor.

(e) The Contractor warrants that all Products and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, the Contractor warrants the Products and Services are suitable for and will perform in accordance with the ordinary use for which they are intended.

(f) All material, equipment, manufacturer, or other special warranties required by the Agreement or applicable to the Products and/or Services shall be transferable to, or issued in the name of the County, and provide the warranty period. The period of manufacturer's warranty shall begin to run at the time the Products are received and accepted by a representative of the County.

5. PIGGYBACKING, SALES REPORTS, AND ADMINISTRATIVE FEE

(a) To the extent permitted by law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations (collectively "Contracting Entities").

(b) The County as the lead agency for the Bid shall not be liable or responsible for any costs, damages, liability, or other obligations incurred by any Contracting Entities. The Contractor including its subsidiaries shall deal directly with each Contracting Entity concerning the placement of orders, issuance of purchase orders, issuance of contracts, contractual disputes, invoicing, payment, and all other matters relating or referring to such Contracting Entities access or use of the Agreement and/or pricing. Accordingly, any Contracting Entity wishing to use this Agreement will be responsible for placing its own orders, issuing its own purchase order/documents/price agreements/contracts, providing for its own acceptance, making any subsequent payments, addressing any contractual disputes, and handling all other matters relating or referring to its access or use of the Agreement and/or pricing. The Contracting Entities are responsible for obtaining all certificates of insurance and bonds as may be required.

(c) Volume Sales Report. Throughout the term of this Agreement, the Contractor shall submit a **quarterly volume sales report ("Sales Report") to the County's Purchasing Department by email at purchasing@claycountygov.com or U.S. mail to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Quarterly Sales Report dates are as follows: December 31, March 31, June 30, and September 30. Sales Reports must be delivered to the County's Purchasing Department no later than the 15th day of the following month.** Initiation and submission of the Sales Reports are the

responsibility of the Contractor without prompting or notification by the County. The Sales Report must be provided regardless of whether or not any sales have been conducted during such quarter (i.e., if there are no sales, Contractor must submit a Sales Report indicating that no sales were made during that particular quarter). The Sales Report must include the following:

- Contracting Entity's name and contact information;
- Detail of any Products sold/purchased including description, quantity, and price;
- Detail of any Services sold/purchased and/or performed; and
- All transactions pertaining to sales for Products and/or Services and pricing for that quarter to include the date the purchase was invoiced/sale was recognized as revenue by Contractor.

(d) Administrative Fee. The Contractor agrees to pay to the County an administrative fee equal to 1.5% of the eligible revenues generated from the sale of Products or Services to Contracting Entities utilizing this Agreement and/or pricing under this Agreement. For purposes of this Agreement, "eligible revenues" shall mean the gross amount actually received by the Contractor from the sale of Products purchased and/or installed utilizing this Agreement, excluding any amounts attributable to shipping, freight, handling charges, taxes, mandatory fees, or any other expenses not directly related to the core sale or installation transaction.

(e) The County will review the Sales Report and will prepare an invoice to the Contractor for payment of the administrative fee based on the Sales Report submitted for that **quarter**. Such invoices will be submitted to the Contractor at its email address provided to the County's Purchasing Department. Upon receipt of an invoice submitted under this paragraph, the Contractor shall submit payment pursuant to the instructions on the invoice within 30 calendar days of the invoice date.

(f) Failure of the Contractor to provide the quarterly Sales Reports and payment of administrative fees in accordance with an invoice, shall be considered a breach of the Agreement. A late penalty of 15 percent on the value of the administrative fee may be assessed to the Contractor for each month the payment of such fee is not received.

(g) The Contractor agrees to cooperate with the County in auditing transactions under this Agreement to ensure that the administrative fee is paid on all Products and/or Services purchased under this Agreement.

6. PRICING AND PAYMENT

(a) All Products and Services under this Agreement will be priced and/or discounted as stated in Contractor's Proposal. It is understood that Contractor's current catalog/supply/product information price list are subject to change throughout the term of this Agreement. However, percent discount shall remain fixed for the entire term of this Agreement including any renewals or extensions thereto.

(b) Freight must be pre-paid and added to the Invoice and the quote. The County will pay actual freight charges.

(c) Sales Promotion/Price Reduction. The parties acknowledge that sales promotions may occur during the term of the Agreement which will lower prices of Products and Services for the period of such sales promotion. The Contractor acknowledges and agrees that the County shall receive the full benefit of such reductions if lower than the discount established by this Agreement. The County must be notified of these sales promotions in writing, specifying the beginning and ending dates of the sales promotions.

(d) The County shall pay the Contractor for the Products and Services provided under this Agreement in compliance with the specifications at the prices in accordance with **Attachment B** upon presentation of an Invoice submitted to the Paying Agent in accordance with paragraph 7.

7. PAYMENT PROCEDURES

(a) As used herein, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act.

(b) Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor’s name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
4. Identify the Products and/or Services covered by the Invoice.
5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date for such Products and/or Services covered by the Invoice.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(c) Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or

Project Manager shall review the Invoice and may also review the Products and/or Services as delivered, installed, or performed to determine whether the quantity and quality of the Products and/or Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Products and/or Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 10 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

(d) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Products and/or Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(e) The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

(f) The County's review, approval, acceptance of, or payment for the Products and/or Services provided under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the County in accordance with applicable law for damages suffered by the County caused by the Contractor's negligent performance of any of the Products and/or Services furnished under this Agreement

8. INDEMNIFICATION

(a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, 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 Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

(b) The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) This paragraph shall survive the expiration or termination of this Agreement.

9. INSURANCE

(a) The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor 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.

3. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation Statutory limits
- Employers Liability \$100,000 Each Accident
 \$500,000 Disease Policy
 \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

4. Umbrella/Excess Insurance

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to any work or services being performed under this Agreement, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: **"Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043"** or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later

than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

10. BONDS

(a) A Performance Bond and Payment Bond may be required for specific projects and/or Services provided under this Agreement as security for the faithful performance and payment of the Contractor's obligations. Whether such Bonds will be required, will be based upon the size and price of each particular project and/or purchase under this Agreement. If such Bonds are required, the Contractor understands, acknowledges, and agrees that the Contractor shall cause the Bonds to be recorded in the public records of the County with the Clay County Clerk of Court and Comptroller at the Contractor's sole expense, and shall deliver a certified copy of the recorded Bonds to the County's Purchasing Department prior to receiving a purchase order for the project.

11. DEFAULT AND TERMINATION

(a) Default. If the Contractor breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform on time or timely deliver any requested Products; provides false or inaccurate information; fails to address and/or correct any deficiencies identified by the County during a performance evaluation; fails to timely submit reports as required herein; fails to pay the administrative fee; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the Products and/or Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written notice of default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Contractor shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without

releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, costs, and any other expenses incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(c) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Products and/or Services satisfactorily provided up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County. The Contractor may terminate this Agreement for the convenience of the Contractor by giving the County 180 calendar days advance written notice.

(d) Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated Products and/or Services and shall stop any work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Products and/or Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County. The Contractor agrees to refund to the County all pre-paid sums for Products and/or Services that have been cancelled and will not be delivered.

(d) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Products provided and/or Services performed.

12. TAXES

(a) In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

13. APPROPRIATED FUNDS

(a) The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07,

Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

14. PUBLIC RECORDS

(a) The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County to provide the Products and Services requested under the Agreement;
2. Upon request from the County's custodian of public records, provide the 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

(c) The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the

Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

2. If the Contractor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

15. AUDIT

(a) The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

16. SCRUTINIZED COMPANIES CERTIFICATION

(a) In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

17. E-VERIFY REQUIREMENT

(a) Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the

Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

18. HUMAN TRAFFICKING ATTESTATION

(a) In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

19. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

(d) The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

20. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

21. INDEPENDENT CONTRACTOR

(a) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

22. NO ASSIGNMENT

(a) The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

23. SUBCONTRACTORS

(a) The Contractor shall provide the names of all subcontractors performing any work or services under this Agreement to the Project Manager. The County reserves the right to approve the utilization of any subcontractors in connection with this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County. The County further reserves the right to reject any quotation in response to a request for quotation if such quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award, failed to deliver on time contracts of a similar nature, or is not in a position to perform properly under this Agreement.

(b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

(c) The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subcontractors and of persons directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

24. NO THIRD-PARTY BENEFICIARIES

(a) Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

25. CONFLICT OF INTEREST

(a) Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

26. AMENDMENT OR MODIFICATION OF AGREEMENT

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents forwarded by the Contractor to the County.

27. FURTHER ASSURANCES

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

28. REMEDIES

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Contractor and the Project Manager will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

29. GOVERNING LAW AND VENUE

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

30. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

31. WAIVER

(a) No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

32. SEVERABILITY

(a) If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

33. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

34. ENTIRE AGREEMENT

(a) This Agreement represents the entire understanding between the parties regarding the subject matter herein and supersedes all previous agreements, whether oral or written.

35. COUNTERPARTS

(a) The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

36. ATTACHMENTS

(a) The Attachments listed below are incorporated herein by reference and made a part of this Agreement as if set out fully herein.

Attachment A: Bid Scope of Work

Attachment B: Proposal

37. AUTHORITY

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

CONTRACTOR

By: 
By: [Bill Geary \(Sep 17, 2024 08:30 EDT\)](#)

Print Name: Bill Geary

Print Title: Vice President

CLAY COUNTY, a political subdivision of the State of Florida

By: 
By: [Howard Wanamaker \(Sep 16, 2024 10:22 EDT\)](#)
Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

ATTACHMENT A BID SCOPE OF WORK



INVITATION FOR BID

23/24-074

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION

Clay County
477 Houston Street
Green Cove Springs, FL 32043

RELEASE DATE: May 16, 2024

LAST DATE FOR INQUIRIES: May 31, 2024, 4:00 pm

BID DUE: June 13, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/claycounty>

1. Scope of Work

1.1. Purpose

The purpose of this bid is to establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds. The bid is also a means for qualifying vendors and establishing pricing for ball park lighting services and court surfacing.

1.2. Scope

1. The bid will establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by Clay County Parks and Recreation. Additionally, this bid will also establish a firm, fixed percentage off manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as needed. The County reserves the right to award to multiple bidders.

2. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percent discount shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in the bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder throughout the duration of the contract.

3. This bid is also a means for qualifying bidders for ball park lighting services and court surfacing. Qualifying bidders will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified bidder(s) providing the lowest responsive quote based on contracted pricing will be awarded the project.

4. Freight must be pre-paid and added to the invoice and the quote. The County will pay actual freight charges.

5. Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Bidders will be required to meet this requirement before receiving a purchase order for the project.

6. The County reserves the right to purchase from other agreements when in the best interest of the County.

Responsibility:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to

purchase only materials and have those materials installed by others (e.g., volunteers. County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

1.3. Method of Ordering

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting, lighting installation, and court surfacing together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

1.4. [Administrative Fee \(Piggybacking\)](#)

Cooperative Contract: The Bidder agrees to extend provisions and pricing of this contract to any Municipal, County, Public Utility, Educational Institution, Hospital, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Clay County makes no guarantee of usage by other users of this contract.

A 1.5 percent administrative fee on Eligible Revenues will be paid to the County for any contracts/purchase orders the Bidder receives or agrees to enter into with other entities under the provisions and pricing of the County's contract. The Bidder shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of the Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price; and shall include all transactions pertaining to sales under the contract provisions and pricing for that Reporting Period. Bidder shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Bidder to provide quarterly reports as required, may be deemed breach of the contract. All payments of administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 15 percent on the value of the Administrative Fee may be assessed to the Bidder for each month the payments are not received. All sales shall include the 1.5 percent administrative fee.

Volume Sales Reports and Administrative fees will be mailed to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043.

1.5. [Qualification of Installers](#)

If a bidder utilizes a sub-contracted installer for any park or playground equipment, lighting, or court surfacing a list of sub-contracted installers must be included with this bid. Additionally, upon request the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

1.6. [Catalogs and Manufacturer Suggested Retail Price \(MSRP\) Lists](#)

Each bidder shall submit with this bid, a website link of each catalog and current catalog/supply/product price list for each catalog submitted. All catalogs and price lists shall clearly identify the bidder's name, address and telephone number. If digital catalogs are not available on website, catalogs must be mailed or delivered to the Clay County Purchasing Department, Fourth Floor, 477 Houston Street, Green Cove Springs, FL 32043 prior to bid opening. Annually Bidder may request that new manufacturers be added. The County reserves the right to approve or deny this request.

SALES PROMOTION/PRICE REDUCTION: It is understood that sales promotions occur during the course of the contract that will lower prices of products for the period of the sales promotion. The County shall receive the full benefit of such reductions if lower than the discount established by this bid. The County

must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotions.

1.7. Compliance With Laws and Codes

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM)

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life-threatening head injury would not be expected to occur)

Copies may be obtained from the:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the:

US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the:

National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling:

(800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

1.8. Award

The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

1.9. Site Inspections

It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Bidder. No claims for additional compensation will be considered on behalf of any Contractor, Sub-Contractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid.

1.10. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

1.11. Permit & Fees

The Bidder shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Bidder is required to familiarize themselves with all permits required for each individual project. If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: permits@claycountygov.com

Website: <https://www.claycountygov.com/government/building>

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the individual project is the responsibility of and will be paid for by the Contractor, including any related inspection fees.

1.12. Clean up & Restoration of Site

The Bidder is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense.

Bidder shall maintain work site in a safe manner, and daily clear construction debris.

1.13. Bidder and Subcontractor Requirements

1. The Bidder shall be licensed to perform all work listed in the Scope of Work provided.
2. The Bidder shall own or have full access to the appropriate personnel and equipment to complete the project requested.

1.14. Subcontractors and Major Material Suppliers

Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.

The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names must be included within this Bid. The County may request references of the Sub-Contractors prior to approval. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County. If any Subcontractor or Major Material Supplier is found to be incompetent, careless, or neglectful, or unduly delays progress of work, they shall be dismissed. Another shall then be employed in its place, as approved the County.

1.15. Damage to Public or Private Property

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damage which occurs as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the 30-day period the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

1.16. Compliance with Occupation Safety and Health Act

The Bidder warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Bidder certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

1.17. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Bidder. This shall be immediately rectified by the Bidder at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Bidder until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

1.18. Payment

The Contractor may request payment no more than once monthly, based on the amount of work completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

1.19. Warranty

The Contractor shall provide a warranty for equipment and parts. Warranty will begin from the date of final acceptance.

1.20. Term

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. The County reserves the right to use other available bids or contracts when in the best interest of the County.

1.21. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

1.22. Cancellation of Contract

If the awarded Bidder fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

1.23. Additional Services

If the County and/or awarded Bidder identifies any additional services to be provided by Bidder that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Bidder.

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

ATTACHMENT B PROPOSAL



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Rep Services, Inc. Response

CONTACT INFORMATION

Company:

Rep Services, Inc.

Email:

sales@repervices.com

Contact:

Nathan Almon

Address:

165 West Jessup Ave
Longwood, FL 32750-4146

Phone:

(407) 831-9658

Website:

<https://repervices.com/>

Submission Date:

Jun 11, 2024 2:33 PM

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	Landscape Structures, Inc.	Playground Equipment	2%	NA	https://issuu.com/repser vices/docs/_2024_lsi_pl ay_catalog-with_imprint ?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	Skyways	Shade Structures	2%	NA	https://issuu.com/repse rvices/docs/2024_skyw ays_catalog-with_imprint?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	Poligon Shelters	Shelters, Pavilions, Shade Structures	2%	NA	https://issuu.com/repse rvices/docs/_poligoncatalog -2023?fr=xKAE9_zU1NQ	Priced Per Job
Rep Services, Inc.	Aquatix	Aquatic Spray Features and Mechancial Packages	2%	NA	https://issuu.com/repse rvices/docs/_2024-aquatixcatalog-with_imprint	Price Per Job
Rep Services, Inc.	DuMor	Site Furnishings	2%	NA	https://issuu.com/repse rvices/docs/_2024_dumor_ catalog?fr=xKAE9_zU1NQ	Physical List

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	Anova	Site Furnishings	2%	NA	https://issuu.com/repser vices/docs/_2020_anova _catalog?fr=sYzhjNjQ1MTc3MQ	Physical List
Rep Services, Inc.	2by2 Industries, LLC	Playground Timbers, Ramps, Stakes	2%	NA	https://issuu.com/repser vices/docs/_2024_product _catalog?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	iMulch, Inc	Engineered Wood Fiber	2%	NA	NA	Physical List
Rep Services, Inc.	No Fault Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/_nfs_catalog-2022	Physical List
Rep Services, Inc.	Tot Turf Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/_robertsonrecr eationalsurfaces_catalog	Physical List

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	ForeverLawn	Snythetic Turf Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/foreverlawn? e=1884579/4320678	Physical List
Rep Services, Inc.	Safe4Play	Snythetic Turf Surfacing Products	2%	NA	NA	Physical List

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

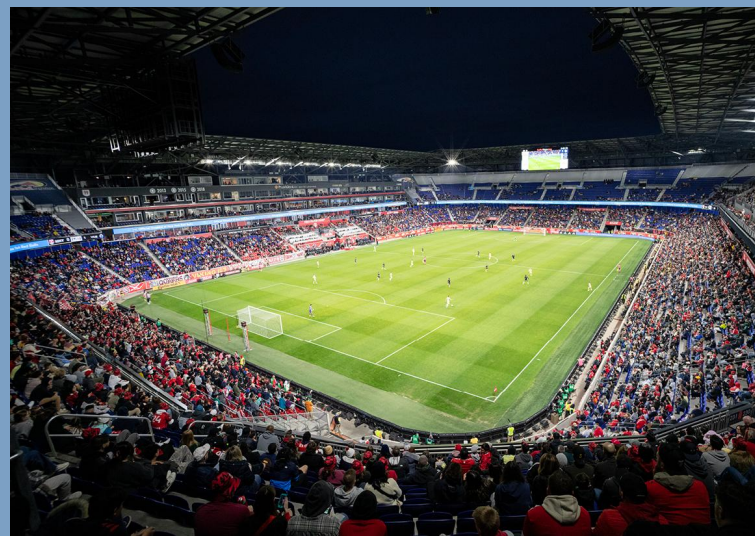
Business Name: Johnny Pitts Construction, Inc.
Address: 4124 Pace Ln, Milton, FL 32571
Phone Number: 850-232-1615
Contact Name: Johnny Pitts

Business Name: D.W. Recreation Services, Inc.
Address: 9951 Equus Circle, Boyton Beach, FL 33472
Phone Number: 561-289-7658
Contact Name: Donald West

Business Name: Al Bosgraaf & Sons, Inc.
Address: 240 Rebel Run, Osteen, fL 32764
Phone Number: 407-402-8497
Contact Name: Gerald Bosgraaf

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)



Sports Illustrated Stadium, Harrison, New Jersey, USA



UBS Arena, Elmont, New York, USA



Iowa Women of Achievement Bridge, Des Moines, Iowa, USA



Tottenham Hotspur FC Training Ground, Tottenham, London, UK

Sorenson East Field Relight

Ocoee, FL



Sales Representative: Bob DeCouto · Designed By: · Design No.: 115656A · September 19, 2025

Sorenson East Field Relight

Ocoee,FL

LIGHTING SYSTEM

Structure/Fixture Summary						
Structure ID	Structure Height	Fixt. Attachment Ht.	Fixture Qty	Fixture Type	Load	Circuit
A1	70'	70'	1	TLC-LED-550	0.54 kW	A
		70'	4	TLC-LED-1200	4.68 kW	A
		16'	1	TLC-BT-575	0.57 kW	A
A2	70'	70'	4	TLC-LED-1200	4.68 kW	A
		16'	1	TLC-BT-575	0.57 kW	A
B1	70'	70'	1	TLC-LED-550	0.54 kW	A
		70'	2	TLC-LED-1200	2.34 kW	A
		70'	3	TLC-LED-1500	4.23 kW	A
		16'	1	TLC-BT-575	0.57 kW	A
B2	70'	70'	2	TLC-LED-1200	2.34 kW	A
		70'	3	TLC-LED-1500	4.23 kW	A
		16'	1	TLC-BT-575	0.57 kW	A
C1-C2	70'	70'	3	TLC-LED-1200	3.51 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
D1-D2	70'	70'	4	TLC-LED-1200	4.68 kW	A
		16'	1	TLC-BT-575	0.57 kW	A
8			44		45.71 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Baseball	45.71 kW	44

Fixture Type Summary								
Type	Circuit	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-BT-575	A	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	10
TLC-LED-1200	A	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	26
TLC-LED-1500	A	LED 5700K - 75 CRI	1410W	181,000	>120,000	>120,000	>120,000	6
TLC-LED-550	A	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	2

Single Fixture Amperage Draw Chart								
Driver Specifications (.90 min power factor)			Line Amperage Per Fixture (max draw)					
Single Phase Voltage			208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)
TLC-LED-1500			8.4	7.9	7.3	6.3	5.0	4.6
TLC-LED-1200			6.9	6.5	6.0	5.2	4.2	3.8
TLC-BT-575			3.3	3.2	2.9	2.5	2.0	1.8
TLC-LED-550			3.2	3.0	2.8	2.4	1.9	1.8

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Baseball (Infield)	Horizontal Illuminance	51.85	34.95	59.62	1.71	1.48	A	44
Baseball (Outfield)	Horizontal Illuminance	31.18	21.54	45.08	2.09	1.45	A	44
Baseball Spill @ 3ft.	Horizontal Illuminance	0.0915	0.0029	0.5859	203.967	31.863	A	44
Baseball Spill @ 5ft.	Max Candela Metric	3473.7795	525.3616	12537.6318	23.865	6.612	A	44
Baseball Spill @ 5ft.	Max Vertical Illuminance Metric	0.1744	0.0080	1.0439	131.178	21.919	A	44
Bullpen	Horizontal	25.15	11.52	39.24	3.41	2.18	A	44

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Equipment List For Areas Shown								
Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	A1	70'	-	70'	TLC-LED-1200	4	4	0
				70'	TLC-LED-550	1	1	0
				15.5'	TLC-BT-575	1	1	0
3	A2 D1-D2	70'	-	70'	TLC-LED-1200	4	4	0
				15.5'	TLC-BT-575	1	1	0
1	B1	70'	-	70'	TLC-LED-1200	2	2	0
				70'	TLC-LED-1500	3	3	0
				70'	TLC-LED-550	1	1	0
				15.5'	TLC-BT-575	1	1	0
1	B2	70'	-	70'	TLC-LED-1200	2	2	0
				70'	TLC-LED-1500	3	3	0
				15.5'	TLC-BT-575	1	1	0
2	C1-C2	70'	-	70'	TLC-LED-1200	3	3	0
				15.5'	TLC-BT-575	2	2	0
8	Totals					44	44	0
Above Field Level is height of fixtures above area shown								



Sorenson East Field Relight

Ocoee,FL

Grid Summary

Name: Baseball
Size: Irregular 320'/387'/311'
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

Illumination Summary

	MAINTAINED HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	51.85	31.18
Maximum:	59.62	45.08
Minimum:	34.95	21.54
Avg/Min:	1.48	1.45
Guaranteed Max/Min:	2	2.5
Max/Min:	1.71	2.09
UG (adjacent pts):	1.21	1.50
CU:	0.69	
No. of Points:	25	99
FIXTURE INFORMATION		
Applied Circuits:	A	
No. of Fixtures:	44	
Total Load:	45.71 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Equipment List For Areas Shown								
Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	A1	70'	-	70'	TLC-LED-1200	4	4	0
				70'	TLC-LED-550	1	1	0
				15.5'	TLC-BT-575	1	1	0
3	A2 D1-D2	70'	-	70'	TLC-LED-1200	4	4	0
				15.5'	TLC-BT-575	1	1	0
1	B1	70'	-	70'	TLC-LED-1200	2	2	0
				70'	TLC-LED-1500	3	3	0
				70'	TLC-LED-550	1	1	0
				15.5'	TLC-BT-575	1	1	0
1	B2	70'	-	70'	TLC-LED-1200	2	2	0
				70'	TLC-LED-1500	3	3	0
				15.5'	TLC-BT-575	1	1	0
2	C1-C2	70'	-	70'	TLC-LED-1200	3	3	0
				15.5'	TLC-BT-575	2	2	0
8	Totals					44	44	0

Above Field Level is height of fixtures above area shown



Sorenson East Field Relight

Ocoee,FL

Grid Summary	
Name:	Bullpen
Size:	Irrregular 320'/387'/311'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary	
	MAINTAINED HORIZONTAL FOOTCANDLES
Entire Grid	
Scan Average:	25.15
Maximum:	39.24
Minimum:	11.52
Avg/Min:	2.18
Max/Min:	3.41
UG (adjacent pts):	1.58
CU:	0.01
No. of Points:	32
FIXTURE INFORMATION	
Applied Circuits:	A
No. of Fixtures:	44
Total Load:	45.71 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Sorenson East Field Relight

Ocoee,FL

Grid Summary	
Name:	Baseball Spill @ 3ft.
Spacing:	30.0'
Height:	3.0' above grade

Illumination Summary	
	INITIAL HORIZONTAL FOOTCANDLES
	Entire Grid
Scan Average:	0.0915
Maximum:	0.5859
Minimum:	0.0029
CU:	0.00
No. of Points:	72
FIXTURE INFORMATION	
Applied Circuits:	A
No. of Fixtures:	44
Total Load:	45.71 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Ocoee, FL

Name:	Baseball Spill @ 5ft.
Spacing:	30.0'
Height:	5.0' above grade

INITIAL CANDELA (PER FIXTURE)

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1 : 80



ENGINEERED DESIGN By: • File #115656A • 19-Sep-25

Pole location(s) $\oplus$ dimensions are relative to 0,0 reference point(s) $\otimes$



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Sorenson East Field Relight

Ocoee,FL

Grid Summary	
Name:	Baseball Spill @ 5ft.
Spacing:	30.0'
Height:	5.0' above grade

Illumination Summary	
	INITIAL MAX VERTICAL FOOTCANDLES
	Entire Grid
Scan Average:	0.1744
Maximum:	1.0439
Minimum:	0.0080
CU:	0.00
No. of Points:	72
FIXTURE INFORMATION	
Applied Circuits:	A
No. of Fixtures:	44
Total Load:	45.71 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.





Sorenson East Field Relight

Ocoee,FL

Equipment Layout

INCLUDES:
· Baseball

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown						
Structure				Fixtures		
QTY	STRUCTURE ID	SIZE	GLOBAL ELEVATION	ABOVE GLOBAL LEVEL	FIXTURE TYPE	QTY/POLE
1	A1	70'	-	70'	TLC-LED-1200	4
				70'	TLC-LED-550	1
				15.5'	TLC-BT-575	1
3	A2 D1-D2	70'	-	70'	TLC-LED-1200	4
				15.5'	TLC-BT-575	1
1	B1	70'	-	70'	TLC-LED-1200	2
				70'	TLC-LED-1500	3
				70'	TLC-LED-550	1
				15.5'	TLC-BT-575	1
1	B2	70'	-	70'	TLC-LED-1200	2
				70'	TLC-LED-1500	3
				15.5'	TLC-BT-575	1
2	C1-C2	70'	-	70'	TLC-LED-1200	3
				15.5'	TLC-BT-575	2
8	Totals					44

Above Global Level is height of fixtures above design (0,0,0)

Driver Specifications (.90 min power factor)		Line Amperage Per Fixture (max draw)						
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1500		8.4	7.9	7.3	6.3	5.0	4.6	3.6
TLC-LED-1200		6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-BT-575		3.3	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-550		3.2	3.0	2.8	2.4	1.9	1.8	1.4





Quote

SORENSEN PARK
Prepared for: City of Ocoee
Date: October 1, 2025

Field Description: Pricing for: 320/355/310 Baseball

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Galvanized steel pole top luminaire assembly's
- UL Listed remote electrical component enclosure & Pole length wire harness
- 44 x Factory-aimed and assembled LED luminaires

Also Includes:

- 10 Year warranty and maintenance program that includes all materials, labor
- Guaranteed of a constant light for 10 years.
- Control Link® System for flexible control and facility management of your lighting system.
- Lighting Contactor Cabinet
- 10 year proactive monitoring
- 80% less glare light than other open faced LED technology

Materials Only

Pricing listed below is based on Clay County bid # 23/24-284

Field Description	QTY	\$ Per		Total
320/360/320 Baseball (50/30fc)	1	\$	176,229	\$ 176,229
Installation of fixtures to existing poles	8	\$	8,000	\$ 64,000
Deduct for Ocoee	1	\$	(40,500)	\$ (40,500)
TOTAL				\$ 199,729

- Sales tax is **NOT** included as part of this budget estimate.

Retrofit installation

- Reasonable access to the pole locations must be provided
- No field repairs are included in quote.

Pricing furnished is considered confidential. Divulging technical or pricing information to competitive vendors will result in removal from the bid list.

Robert A. DeCouto



Meeting Date: October 21, 2025

Item #: 7

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Approval of FY 2025-2026 Budgeted Mower and Vacuum Equipment Purchases. (Parks and Leisure Services Director Johnson)

Background Summary: The City traditionally purchases equipment through various competitively bid annual contracts. Parks & Leisure Services has researched pricing and has found the Sourcewell (National Cooperative Purchasing Alliance) contract provides the lowest competitively bid pricing for equipment utilizing competitively bid contracts. The approved budget includes the following equipment purchases, priced through Sourcewell and the Toro Company and the National Cooperative Purchasing Alliance bid contracts:

- (2) Two 25 HP Kohler CP EFI w/ 60" TURBO FORCE Deck Tweels (2 @ \$15,664.71)
- (1) One Harper Turbo Vac TV40 RE (1 @ \$34,759.26)

Issue:

Should the Honorable Mayor and City Commissioners approve piggybacking the Sourcewell Contract for the 2025-2026 budgeted equipment purchases?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve piggybacking the Sourcewell Contract for the 2025-2026 budgeted equipment purchases. Staff also recommends the City Manager be authorized to approve change orders to this purchase 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. Toro Contract 112624
2. 25 HP Kohler CP EFI w 60 TURBO FORCE Deck Tweels Quote
3. Harper Turbo Vac Quote
4. Harper_Industries_Response

Financial Impacts:

The total cost of the two mowers and vacuum is fully funded in the Parks and Recreation Department Budget under GL account 317-572-10-6400, through Job Numbers A000571, A000572, and A000574.

Type of Item: Consent

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: The Toro Company**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420-1196 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances. To be effective, additional extensions must be in writing and agreed upon by all parties.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:
- a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
- b) Irrigation and aeration equipment, systems, parts, and installation; and
- c) Beach and waterfront maintenance equipment and accessories.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier, as such relates to these licenses.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

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

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

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

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

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

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

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

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

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

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

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for undisputed unpaid or undisputed underpaid Administrative Fees due under this Agreement. Failure to remit an undisputed payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices directly relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell or Supplier to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, directly arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees, unless such claim or cause of action is the result of the negligence of Sourcewell or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by a defect in design, condition, or performance

of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

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

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

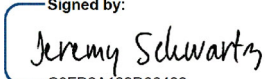
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

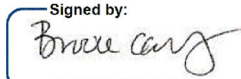
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

The Toro Company

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/30/2025 | 6:43 PM CST

Signed by:

By: 1279DCB06D184BD...
Brooke Carey
Title: Federal Contracts Manager
Date: 1/30/2025 | 2:12 PM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name: The Toro Company

Does your company conduct business under any other name? If yes, please state: Toro

Address: 8111 Lyndale Ave S
Bloomington, Minnesota 55420

Contact: Ryan Miller

Email: ryan.miller@toro.com

Phone: 330-642-7130

HST#: 41-1953040

Submission Details

Created On: Monday October 14, 2024 11:17:32

Submitted On: Tuesday November 26, 2024 12:27:02

Submitted By: Ryan Miller

Email: ryan.miller@toro.com

Transaction #: f0bca2a0-3d9e-45a8-8231-280b53539d39

Submitter's IP Address: 24.239.253.93

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	The Toro Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	The Toro Company will execute the Master Agreement and use local distributor/dealers for the performance.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1ZCN0	*
5	Provide your NAICS code applicable to Solutions proposed.	333112	
6	Proposer Physical Address:	8111 Lyndale Avenue South Bloomington, MN 55420-1196	*
7	Proposer website address (or addresses):	www.toro.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Edric Funk Group VP, Golf, Grounds, & Irrigation Edric.Funk@Toro.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Miller Government Contract Manager ryan.miller@toro.com 330-749-9957	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	In the event Ryan Miller cannot be reached, please email ToroGOV@toro.com.	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis. We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites. Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world. The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Minnesota, Ohio, Virginia, and Ontario Canada. Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of dealers for our Landscape Contractor, Siteworks Systems, Irrigation, BOSS, and Ventrac product lines.	*
12	What are your company's expectations in the event of an award?	Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes. We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment. Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals. For fiscal year 2023, The Toro Company achieved \$4.55 billion in net sales (a 1.0% increase over fiscal year 2022), and \$443.5 million in adjusted net earnings. See attached 2023_financial_summary taken from The Toro Company's 2023 Annual Report, which is publicly available on the Toro website.	*
14	What is your US market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
15	What is your Canadian market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	There are none.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Toro Company would best be described as a manufacturer. As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers. For our Commercial Division, which accounts for the majority of our Government Contracts business, we have 23 distributors throughout the United States and Canada with many satellite offices to meet member needs. They have protected territories, which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. The other brands that round out our portfolio offering also use a network of independent dealers throughout the US and Canada. These networks are not exclusive the way our Commercial Distributors are. They will handle all sales, order processing, billing, and service work for the product lines they carry.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electromagnetic compatibility) regulatory arrangements. The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporated in Delaware: Arkansas, California, Colorado, Florida, Hawaii, Indiana, Iowa, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, New Jersey, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin. Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate. In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Toro has no suspension or disbarments to disclose.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Fortune World's Most Admired Companies The Toro Company was recognized by Fortune Magazine as one of the World's Most Admired Companies for 2024. Ranking fifth in the construction and farm machinery category, this achievement reflects The Toro Company's ongoing commitment to excellence and innovation. Newsweek World's Most Trustworthy Companies Built around a culture of integrity and caring relationships, The Toro Company was named one of the World's Most Trustworthy Companies for 2023 by Newsweek. This recognition highlights the company's commitment to enriching the lives, communities and industries we serve by providing innovative solutions customers can trust. EPA WaterSense® 2023 Excellence Award In 2023, The Toro Company received its 9th consecutive Water Excellence Award from the U.S. Environmental Protection Agency (EPA). This prestigious award recognizes companies that demonstrate a commitment to promoting water efficiency and reducing waste. WaterSense, a voluntary partnership program sponsored by EPA, is both a label for water-efficient products, programs and homes, and a resource for helping consumers learn ways to save water. Underground Construction Technology Association Community Impact Award The Underground Construction Technology Association recognized Ditch Witch, a division of The Toro Company, with the Community Impact Award in 2023 for helping to establish and facilitate water infrastructure across Africa. Worth Magazine Most Sustainable Companies 2022 In 2022, Worth Magazine identified The Toro Company as one of ten global companies across a broad range of sectors that has made sustainability part of its DNA and having an impact. Instrumental to this recognition is Toro's efforts in water stewardship and	

		electrification. The company's advanced irrigation and water management systems increase efficiency and sustainable water withdrawal for some of the world's most renowned golf courses, sports fields, greenspaces, and essential agricultural acreages. Toro has also continued to expand its suite of battery-electric and smart-connected solutions with a focus on energy efficiency, labor optimization and improved productivity. FOCUS ON ENERGY® 2022 Energy Efficiency Excellence Award for the Tomah Facility In 2022, The Toro Company facility in Tomah, Wisconsin, received the Energy Efficiency Excellence Award from Focus on Energy for reducing energy waste and environmental impact. Through a 20-year partnership with Focus on Energy, The Toro Company has worked to advance the energy efficiency of operating equipment and manufacturing processes to support Focus on Energy's commitment to eliminate energy waste in Wisconsin. Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground Innovative Iron Awards, 2020 The Toro e-Dingo Selected as a "game-changer" for its zero emissions and lithium-ion battery. Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall. Rental Magazine 2020 Editor's Choice Award The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software. Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike. Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders. The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.	*
21	What percentage of your sales are to the governmental sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
22	What percentage of your sales are to the education sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	State Contracts - AK, HI, KS, KY, MO, MT, NE, NM, RI, SD, WV, WI, MA, NY, VA. Many of our Distributor partners hold additional state and local contracts directly. Cooperative Contracts - Sourcewell, OMNIA Partners, Kinetic, GovMVMt Sourcewell - 2021 - \$12mil / 2022 - \$30 mil / 2023 - \$41 mil As we are a publicly traded Company, the detailed sales information for our other contract partners is considered confidential.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contract # 47QSMS25D000U	*
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Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Cedar Rapids	Joy Huber	319-286-5886	*
Sarasota County General Services Letter Attached - 'Sarasota_Reference'	Erinn DeJonge	941-861-0733	*
Town of Markham	Albert Chan	905-477-2700; 2041	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, BOSS, and Ventrac products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcwell.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our network of authorized sellers is the connection between Toro and the end-user customer. Most of our distributors and dealers are privately-owned companies. The sales managers of these companies lead a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of Commercial Distributors. The local Distributor can also be found by visiting comm.toro.com/lookup and entering a ZIP code. Due to the size of the dealer networks for our other brands and divisions, which is in the thousands, local dealers can be found by visiting their respective dealer locator tools online. Dealer locator tools – BOSS - www.bosspow.com/en/Locator Golf Irrigation - www.toro.com/en/Locator – Select: Golf > Irrigation RESCOM Irrigation - www.toro.com/en/Locator – Select: Contractor > Irrigation RLC - www.toro.com/en/Locator – Select: Contractor > Mowers SWS - www.toro.com/en/Locator – Select: Contractor > Compact Utility Loaders & Attachments Ventrac - www.ventrac.com/dealers	*

28	Service force.	Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 23 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	To best serve Sourcewell members, they will work directly with their local authorized distributor/dealer for quoting, submitting orders, billing and after sale service. Sourcewell members can contact Toro directly to verify a specific distributor/dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator. Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract. Dealers are provided clear guidance for selling to Sourcewell members at the agreed-upon prices. Toro distributors/dealers supporting the Sourcewell contract are incentivized by receiving rebates from Toro for equipment sold under the Sourcewell contract. Toro distributors/dealers are required to report all Sourcewell sales and may be required to submit additional documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Toro Company's commercial sales and fulfillment model is exclusively through a distributor channel. Each distributor has protected territories, which allows them to make significant investments in their facilities and people. As a result, they have a contractual obligation to provide product, parts and service support to end-customers. There is a total of 23 Commercial distributors in the United States and Canada with more than 50 branch locations geographically located within territory lines to meet customer needs. All distributors maintain a parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. They also maintain service facilities, brick and mortar and mobile service, that enables them to respond quickly to the customer. The majority of the distributor's service and parts staff are enrolled in Toro's RED Certified program. This comprehensive training and development program requires participants to complete both technical and soft skills to acquire service knowledge while demonstrating product competencies. Certifications can range from Level 1 (L1) to Level 4 (L4) depending on the functional area they work within, and the level of technical knowledge needed to support the breadth of equipment. The L1 curriculum is interactive and on-line. As the personnel advances, their amount of time invested, and depth of knowledge is expanded to include in-person training and a technical capstone. As an example, a service technicians L1 is required to complete 30+ hours of curriculum and demonstrate their knowledge and aptitude through a hands-on assessment in order to achieve a L2 or higher certification status. The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level. In 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market. The centralized technical assistance center is part of a broader customer care team that provides warranty operations support and business operations consulting. Toro team members work with their channel partners to design a service operation that meets the wants and need of the customer while striving to meet established industry standard key performance indicators (KPIs). A few examples of these KPIs include a repair turn-around time (TaT) of 3-days or less, Fixing it Right the First Trip (FRFT) and Customer Overall Satisfaction (OSAT) scores above 9.0. Distributors who exceed industry standard benchmarks are recognized and rewarded through the Partners In Excellence program. It is a tremendous accomplishment and sense of pride when a channel partner is recognized among the best of the best in their peer group.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	Toro has the ability to fully support the needs (products and service) of public agencies throughout the US. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcwell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcwell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcwell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcwell agreements and provides financial support for those who do. Furthermore, most of our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	While not prevalent, we have seen a few situations where a privately operated golf course has an affiliated non-profit that purchases goods and services from cooperative contracts. As of this response, we are treating those organizations the same as any other cooperative member. However, as Toro is heavily invested in the golf market, we do reserve the right to treat those entities different if it is deemed necessary during this contract. In the event of an awarded contract, any changes would be submitted to Sourcewell for approval and would not be implemented without an official amendment.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Members in AK and HI may be subject to freight and delivery fees beyond those outlined in our price proposal. Any additional costs will be included in the customer's quote unless otherwise coordinated with the member.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its 20+ channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro's channel training platform, Toro University, hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor. b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. If awarded, our marketing department will integrate Sourcewell branding into marketing assets such as: websites, brochures, product catalogs, video/commercial content, and many other consumer facing tactics. They will also create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors to be used throughout the sales process and prominently displayed at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers. c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally. Toro's marketing team tracks numerous data points such as impressions, click through rate, and conversion to help make decisions regarding the use of their marketing and media spends. This allows for efficient use of funds while also making sure Toro is reaching the right audience at broadest scale.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquires directly about The Toro Company to Toro in order for The Toro Company to convert that inquire into a sale. b) Regarding the integration into our sales process, beyond those previously referenced, Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently offer any e-commerce solutions due to the nature of our product offering. We recognize the value of e-commerce and look forward to when we are able to offer our products in this way.

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level.
42	Describe any technological advances that your proposed Solutions offer.	In addition to being an industry leader with electrification, automation, and telematics, in 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sustainability is at the forefront of The Toro Company innovation plans and is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land. At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. The most relevant 'green' initiatives can be found on pp. 40-48 in the attached TTC 2023 Sustainability Impact Report. Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, we have recently launched numerous commercial-grade lithium powered products across our portfolio from our mowing products like the Groundsmaster® e3200 to vehicles like the Workman MDX Li. These products provide fuel savings, reduce noise levels and operating costs for our customers. In addition, we have light construction such as the e-provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies. Key sustainability initiatives and accomplishments include: • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • We participate in a "closed loop" recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced "Cured-in-Place Pipes" whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. Other sustainability-related awards include: - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Toro's proprietary HyperCell® battery system was designed from the ground up for outdoor power equipment, not adapted from technology developed for another use. In addition, our built-in intelligent Battery Management System (BMS) is engineered to reduce the risk of accidental shock by de-energizing the batteries by default. This also helps regulate the battery charge, discharge and temperature, which helps prolong the life of the battery. Toro's proprietary HyperCell® battery system is third-party certified by a Nationally Recognized Testing Laboratory. Third-party certification is a way to verify that a product or component meets the appropriate industry and product safety standards. The battery chargers Toro uses for electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the "BC" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards."	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that have varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer. As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Toro equipment is designed with operator safety in mind, integrating industry standard safety features. As Toro continually strives to improve the safety of our operators, below are a couple examples of innovative safety solutions - - Automatic applied parking brake on many products. For Reelmaster 5410, 5510, 5610 and Groundsmaster 4300 the parking brake is automatically applied when key is turned off or when an operator gets out of the seat. The parking brake can also be applied with a switch located on the operator console. This feature is also on the Greensmaster 3360 and 3370 and some vehicles. - Operator bump stop on the control console of the ProCore 648s, ensuring the machine comes to a quick stop if contact is made.	
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	Our products are engineered with the customer in mind. The individuals responsible for the development of these products have spent a considerable amount of time using them, giving them a deep appreciation for the importance of ergonomics in the product's design. This results in purposefully designed products, from handheld equipment to vehicles. Toro's Vista Series Passenger Vehicles have been designed from the ground up specifically for all-day, dependable, and comfortable transport. From the ergonomically designed seating system that provides generous legroom, to the independent suspension and coil over shocks creating a smooth ride, to hydraulic disk brakes that execute smooth, consistent stopping, the Vista Series is about comfortable transportation for our customers. Our Revolution Backpack from the Professional Handheld product line is built for comfort during all-day jobs. As the power source (battery storage) for our leaf blower, string trimmer, and hedge trimmer, it is essential that our customers are comfortable wearing this unit all-day. This is why it was designed with adjustable, padded shoulder straps and hip-belt along with a convenient integrated carrying handle. This next example is not included in the contract as it is from our homeowner product line, but it is a favorite in my household and is a testament to the ergonomic focus of Toro's engineers. Our walk behind mower includes two features that allow my 9-year-old to mow our lawn, which has a 17° slope, and do it well. First, the motor adjusts the speed of the wheels based on the pressure placed on the handle. It then adjusts the speed of the blade based on the speed of the unit and the thickness of the grass being cut. These features not only create a cut that is better than our previous mower, but allows it to be done quicker, and with significantly less fatigue.	
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Toro is focused on managing greenspaces in an environmentally friendly way. Highlighting this focus is the breadth of battery powered equipment we have in our portfolio. Below is a list of products that highlight our commitment to battery and/or hybrid options. This list is not exhaustive. There are also attachments with further information on each product, the corresponding attachment name is in parentheses. - Handheld equipment like blowers and trimmers (Handheld_Sourcewell) - Professional grade rotary mower (e3200_Sourcewell) - Golf Course mowers (Fairway_Sourcewell, & Greens_Sourcewell) - Walk behind products (Walk-behind_Sourcewell) - Utility Vehicles (GTX_Sourcewell) - People movers (Vista_Sourcewell)	

49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	MyTurf Pro is a powerful and easy-to-use, application that seamlessly connects customer assets and corresponding maintenance program, regardless of brand. Providing customer teams with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. "At a glance" overviews keep leaders informed of asset status. Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether customers are rebuilding rollers, replacing hydraulic hoses, or overhauling their cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	As a large, publicly traded company, we do not hold any relevant certifications. However, while the data is not publicly available, we do maintain a Small Business Spending plan as part of our GSA contract and partner with SDVOSB's while serving Veteran's Affairs entities and certain Military affiliated golf courses.	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	NA	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	NA	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	NA	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	NA	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	NA	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	NA	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	NA	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	NA	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Standard payment terms are 0% 30 days for cash, check, and EFT payments.	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers. Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. As of this submission, Toro has partnership agreements in the US with PNC Equipment Finance and TCF Equipment Finance, as well as DLL who focuses on State and Local Government (SLG) Financing, see attachment DLL Muni Brochure for more information in the form of a FAQ. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing. Current program offerings are provided to our channel partners on a monthly or quarterly basis. In Canada, Toro's distributors hold direct relationships with financial institutions. Our other brands and divisions provide leasing and financing options as well, details can be found at the local dealer.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	As order processing and invoicing are handled by the local dealer, we do not have any standard transaction documents.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our proposed pricing model is discount by category. Most of our categories are percentage discount off MSRP, with two flat-rate discounts on specific categories. In addition to listing out those discounts in question 64, you will find them attached as Sourcwell_Pricing_Matrix_Toro. This sheet is intended to be posted in the event of an award, as it is on our current contract landing page. For reference, Toro also provides an MSRP file with each product categories' discount clearly listed. This file contains SKU information for convenience. You will find an example in attached - Sourcwell_MSRRP_RFP.DRAFT As we are only able to upload one file for Pricing, these two items have been combined. The first page is the pricing matrix that will be posted to our contract landing page in the event of an award. To remain consistent with the current Sourcwell contract, ceiling price is contract price at time of delivery.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Commercial Equipment 22% Specialty Vehicles 7% Bullseye 5% LCE 27% LCE Snow 20% Sidewalk Base \$500 off Sidewalk Atch \$150 off Liquid De-Ice 10% Truck Plows 25% Truck Spreaders 25% Compact Equipment 25% Heavy Equipment 25% Golf Irrigation 40% ResCom 40% Toro Dxi 35% Rain Master Controllers 35% Rain Master Controller Parts 0% 4520 Series 8% 2120 Series 3% SiteWorks Systems (SWS) - 17%	*

65	Describe any quantity or volume discounts or rebate programs that you offer.	Due to the breadth of product offering and the use of local independent dealerships, we do not offer a blanket volume discount. Toro does understand the value, so we have extended the option for our Commercial Distributors to offer another program to municipal customers if they choose. This program is a free goods program that extends a set dollar amount based on the total award value of product purchased on a single PO. Details of the current program can be requested from the local dealer. Attached are the details of the program as of this submission. SmartValue_Nov24	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our network of independent dealers carry an array of related products. When a Sourcewell member chooses to include those items, they will - - be clearly labeled as open-market - not exceed the MSRP of that item - have any setup, delivery, or freight charges clearly labeled	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	SETUP When an order involves setup charges, it will be – a) Determined by the delivering dealer b) Clearly labeled as such unless otherwise requested by the customer. - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request. c) Calculated using one of the following methods - 1) Manufacturers Setup Time x Dealers posted labor rate, or 2) 5% of the total product cost, with an additional 5% for cabbed units Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards. TRAINING Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer. INSTALLATION Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is included for products within the Commercial Equipment category with a delivery address within the continental US. All other product categories may incur freight charges, which will be discussed with the customer up front and included on any quote. Delivery is not included. Standard delivery fees will not exceed 5% of the total cost of goods. Non-standard delivery charges will be discussed with the customer up front and included on any quote.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Discounts on products will remain the same for Alaska, Hawaii, or any offshore delivery. Freight costs for those sales will be determined by the local dealer and clearly communicated to the customer up front and included in any quote.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our Commercial Distributors are established partners in their areas of geographic coverage. This allows them to maintain a local inventory. Our Distributor partners have facilities throughout the US and Canada ranging from 10,000 sqft to 150,000 sqft. This allows customers to have the most efficient access to available products in their market.	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	As our sales process relies on the local dealer/distributor for quoting, ordering, and invoicing, we front load the pricing verification step. Each of our divisions provide their dealer network with current Sourcewell pricing that is required to be used until it is updated. For example, our Commercial products are loaded into our quoting system that contains Sourcewell Pricing managed by Toro. This allows our distributors to simply choose the Sourcewell Program pricing, and it will automatically pull the current contract price. We also include contact information on our contract landing page to reach out directly to a Toro Representative to validate a quote is in compliance with the Sourcewell contract. Toro will be paying all administrative fees, and we understand the value of proper reporting. To accomplish this, Commercial distributors are incentivized to submit accurate and timely reports. The Toro Company has a long history of accurate and timely reporting and administrative fee payments with Sourcewell and our other contract partners.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Toro will pay a 1% Administrative fee on the total award price for the sale of all contracted products.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	NA	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance. • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • OTHER BRANDS Toro is also including other brands under the The Toro Company; Boss, Bullseye, Siteworks, and Ventrac. These product lines round out our ground maintenance portfolio to create the most comprehensive Grounds Equipment offering we have found in the market. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)	*
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	☒ Yes ☐ No	Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.	*
78	Irrigation and aeration equipment, systems, parts, and installation	☒ Yes ☐ No	Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.	*
79	Beach and waterfront maintenance equipment and accessories	☒ Yes ☐ No	Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell_Pricing_Combined.pdf - Friday November 22, 2024 08:54:41
 - [Financial Strength and Stability](#) - 2023_financial_summary.pdf - Friday November 15, 2024 15:35:46
 - [Marketing Plan/Samples](#) - Toro_Sourcewell_Sell_Sheet_4_24.pdf - Friday November 15, 2024 15:39:41
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Master Agreement_Grounds_Maintenance_Eqt_RFP_MD red.docx - Thursday November 21, 2024 05:55:26
 - [Upload Additional Document](#) - TTC_Sourcewell_Zipped.Files.zip - Friday November 22, 2024 10:23:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Edric Funk, Group VP, Golf, Grounds, and Irrigation, The Toro Company

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☒	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☒	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☒	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☒	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☒	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☒	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☒	2

**AMENDMENT #1
TO
CONTRACT # 112624-TTC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **The Toro Company** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment and Related Attachments to Sourcewell and its Participating Entities, effective January 30, 2025, through January 31, 2029 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 64 of "Table 6: Pricing (400 Points)" of the Proposal is deleted in its entirety and replaced with the following:

Toro offered discounts will range from 0%-40% off current MSRP.

2. Line item 67 of "Table 6: Pricing (400 Points)" of the Proposal is delete in its entirety and replaced with the following:

SETUP

When an order involves setup charges, it will be –

- a) Determined by the delivering distributor/dealer
- b) Clearly labeled as such unless otherwise requested by the customer.
 - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request.
- c) Calculated using one of the following methods -
 - 1) Manufacturers Setup Time x Distributor/Dealer posted labor rate, or
 - 2) 5% of the total product cost, with an additional 5% for cabbed units

Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards.

TRAINING

Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer.

INSTALLATION

Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.

Installation/setup for autonomous solutions can be added at the discretion of the distributor, not to exceed 10% of the total product cost.

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

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 3/17/2025 | 8:59 AM CDT

The Toro Company

Signed by:
By: Brooke Carey
1279DCB06D184BD...
Brooke Carey, Federal Contracts Manager

Date: 3/17/2025 | 8:44 AM CDT



Dan Abdo
Parks Operations Manager
Ocoee
301 Maguire Rd
Ocoee, FL 34761

Dear Dan Abdo,

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation for your review.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email address are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best Regards,

Bill Hoffer

Commercial Sports Fields & Grounds Territory Manager
(407) 467-2067, bill.hoffer@wescoturf.com



2101 Cantu Court, Sarasota FL 34232
300 Technology Park, Lake Mary FL 32746
7037-37 Commonwealth Avenue, Jacksonville FL 32220

Q-34620

Date: September 24, 2025
Expires: October 24, 2025

Prepared For:

Dan Abdo
Parks Operations Manager
Ocoee
301 Maguire Rd
Ocoee, FL 34761

Bill To:

OCOEE, CITY OF
1 N BLUFORD AVE
OCOEE, FL 34761

Ship To:

PARKS & RECREATION
1820 A.D. MIMS RD
OCOEE, FL 34761

Sourcewell Cooperative Contract Number: Toro 112624-TTC. Ventrac 112624-TTC.

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
2	1	72923	25 HP Kohler CP EFI w/ 60" TURBO FORCE Deck Tweels	\$19,332.00	\$14,112.36	\$28,224.72
	1	TDELIVERY	Toro Delivery Fee		\$282.25	\$1,128.98
	1	TSETUP	Toro Setup Fee		\$282.25	\$1,128.98
	1	TRSURCHARGE	Toro RLC Surcharge		\$423.37	\$846.74
			Total			\$31,329.42

Terms:	Net 30
Equipment Total	\$31,329.42
Sales Tax	\$0.00
Totals:	\$31,329.42

Warranty

The above quote meets or exceeds ANSI Safety Specification. Toro Consumer / Landscape Contractor Equipment carries a two-year unlimited hours or 5 year 1200 hour warranty.

The undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to bill.hoffer@wescoturf.com or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: _____

Name: _____

Date: _____

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Bill Hoffer

Commercial Sports Fields & Grounds Territory Manager
(407) 467-2067, bill.hoffer@wescoturf.com



Dan Abdo
Parks Operations Manager
Ocoee
301 Maguire Rd
Ocoee, FL 34761

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Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email address are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best Regards,

Bill Hoffer

Commercial Sports Fields & Grounds Territory Manager
(407) 467-2067, bill.hoffer@wescoturf.com



2101 Cantu Court, Sarasota FL 34232
300 Technology Park, Lake Mary FL 32746
7037-37 Commonwealth Avenue, Jacksonville FL 32220

Q-34619

Date: September 24, 2025
Expires: October 24, 2025

Prepared For:

Dan Abdo
Parks Operations Manager
Ocoee
301 Maguire Rd
Ocoee, FL 34761

Bill To:

OCOEE, CITY OF
1 N BLUFORD AVE
OCOEE, FL 34761

Ship To:

PARKS & RECREATION
1820 A.D. MIMS RD
OCOEE, FL 34761

Pricing provided is in compliance with the National Cooperative Purchasing Alliance (NCPA) Contract for Harper Turf Equipment.

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	H-900206	Harper Turbo Vac TV40 RE - Base unit does not include rotor	\$27,657.00	\$26,274.15	\$26,274.15
	1	H-900229	Kit, TV40 Brush Rotor	\$3,709.62	\$3,153.18	\$3,153.18
	1	H-900216	Kit, TV40 Curb Brush	\$2,082.69	\$1,770.29	\$1,770.29
	1	H-900217	Kit, TV40 8" Hose Option	\$2,807.31	\$2,386.21	\$2,386.21
	1	HFREIGHT	Harper Freight Charge		\$1,175.43	\$1,175.43
			Total			\$34,759.26

Terms:	Net 30
Equipment Total	\$34,759.26
Sales Tax	\$0.00
Totals:	\$34,759.26

Warranty

The above quote meets or exceeds ANSI Safety Specification. Harper Industries Incorporated warrants to each purchaser of new Harper Industries equipment from an authorized dealer or representative, that such equipment to be free from manufacturing defects in normal service for a period of ONE YEAR, commencing with the delivery to the original user. The engine is subject to the factory warranty as outlined in the engine OWNER'S MANUAL. See Statement of Warranty Harper Turf Equipment for additional warranty details.

The undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to bill.hoffer@wescoturf.com or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: _____

Name: _____

Date: _____

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Bill Hoffer

Commercial Sports Fields & Grounds Territory Manager
(407) 467-2067, bill.hoffer@wescoturf.com

HARPER INDUSTRIES, INC. DBA HARPER TURF EQUIPMENT

Proposal Response:

Region 14 Education Service Center
**Turf and Grounds Maintenance Equipment, Parts,
Accessories, Supplies, Related Equipment, and Services**

Thursday, November 19, 2020

**National Cooperative
Purchasing Alliance**

RFP # 43-20

powered by
III HARPER INDUSTRIES, INC.

HARPER
TURF EQUIPMENT

DewEze
HYDRAULICS

Butler Beds

DewEze

www.harperindustries.com
151 E. US HWY 160 | Harper, KS 67058

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$30 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

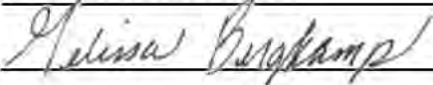
Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Harper Industries, Inc. dba Harper Turf Equipment
Address	151 E. US HWY 160
City/State/Zip	Harper, KS 67058
Telephone No.	(620) 896-7381
Fax No.	(620) 896-7129
Email address	mbergkamp@harperindustries.com
Printed name	Melissa Bergkamp
Position with company	Vice President of Sales
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Harper Industries, Inc. (“Vendor”).
dba Harper Turf Equipment

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 02-107, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Equipment, and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

♦ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public

Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

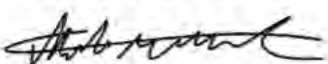
- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:	Harper Industries, Inc. dba Harper Turf Equipment
Name: Matthew Mackel	Name:	Melissa Bergkamp
Title: Director, Business Development	Title:	Vice President of Sales
Address: PO Box 701273 Houston, TX 77270	Address:	151 E. US HWY 160 Harper, KS 67058
Signature: 	Signature:	
Date: December 8, 2020	Date:	November 5, 2020

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Marina Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

♦ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

♦ **Residency**

- Responding Company's principal place of business is in the city of Harper, State of Kansas

♦ **Felony Conviction Notice**

- Please Check Applicable Box;

☐

A publically held corporation; therefore, this reporting requirement is not applicable.

☒

Is not owned or operated by anyone who has been convicted of a felony.

☐

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

♦ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☐

Manufacturer Direct

☐

Certified education/government reseller

☐

Authorized Distributor

☒

Manufacturer marketing through reseller

☐

Value-added reseller

☐

Other:

♦ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Tavish Hall, CPA

Title: Vice President, Controller

Company: Harper Industries, Inc. dba Harper Turf Equipment

Address: 151 E. US HWY 160

City: Harper

State: Kansas

Zip: 67058

Phone: (620) 896-7381

Email: thall@harperindustries.com

▪ Purchase Orders

Contact Person: Melissa Bergkamp

Title: Vice President of Sales

Company: Harper Industries, Inc. dba Harper Turf Equipment

Address: 151 E. US HWY 160

City: Harper

State: Kansas

Zip: 67058

Phone: (620) 896-7381

Email: mbergkamp@harperindustries.com

▪ Sales and Marketing

Contact Person: Drew Gerber

Title: Vice President of Product (*Product Management & Product Marketing*)

Company: Harper Industries, Inc. dba Harper Turf Equipment

Address: 151 E. US HWY 160

City: Harper

State: Kansas

Zip: 67058

Phone: (620) 896-7381

Email: dgerber@harperindustries.com

♦ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes ☐ No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

VENDOR PROFILE

Company's official registered name:

Harper Industries, Inc. dba Harper Turf Equipment

Brief history of your company, including the year it was established:

Harper Industries, Inc. is a diverse, niche equipment manufacturer located in Harper, KS. We exist to provide opportunities in rural America by producing solutions that make tough jobs easier in the fields of agriculture, hydraulics, landscape and sports turf management.

An entrepreneurial business that began in 1968 flourished through decades of agriculture inventions serving predominantly the Midwest. Thirty years later, in 1998, an employee leadership group acquired the assets of DewEze Manufacturing forming Harper Industries, Inc.

Over the past twenty years, HII has sought after several acquisition opportunities to expand employment opportunities in rural communities in Harper County, KS. Our business now operates as four diverse product divisions/brands: Harper Turf Equipment, DewEze Ag, DewEze Hydraulics, and Butler Beds.

To learn more about our Harper Heritage, visit: <https://www.harperindustries.com/heritage/>.

Company's Dun & Bradstreet (D&B) number:

DUNS: 033926572

Company's organization chart of those individuals that would be involved in the contract:

Executive Support + Financial Reporting:

Luke Thornton, Vice President of Operations

Email: ltornton@harperindustries.com

Tavish Hall CPA, Vice President, Controller

Email: thall@harperindustries.com

Contract Administrator:

Melissa Bergkamp, Vice President of Sales

Email: mbergkamp@harperindustries.com

Sales:

Byron Riesen, Territory Manager

Email: briesen@harperindustries.com

Ryan Minor, Territory Manager

Email: rminor@harperindustries.com

Marketing:

Drew Gerber, Vice President of Product

Email: dgerber@harperindustries.com

Corporate office location:

- List the number of sales and services offices for states being bid in solicitation:
 - (1) Manufacturing Facility
Harper Industries, Inc. | 151 E. US HWY 160, Harper, KS 67058
 - (30) Harper Turf Equipment distributors span across the US.
<https://www.harperturfequipment.com/find-a-dealer/>
- List the names of key contacts at each with title, address, phone and e-mail address:
Melissa Bergkamp
Vice President of Sales
151 E. US HWY 160, Harper, KS 67058
(620) 896-7381
mbergkamp@harperindustries.com

Define your standard terms of payment:

Net 30 days from the date of invoice.

Who is your competition in the marketplace?

Harper Turf Equipment's main competitors in the turf maintenance markets include: Agrimet, Smith Co., Wiedenmann, Toro Rake O' Vac, Toro Versa Vac, Kut-Kwick, Ventrac

Provide Annual Sales for the last 3 years broken out into the following categories:

- Cities/Counties
- K-12
- Higher Education
- Other government agencies or nonprofit organizations

Harper Industries, Inc. is a privately held business and considers this information proprietary and confidential. Current Harper Turf Equipment's sales are evenly distributed between municipalities, parks and rec, and sports turf maintenance entities.

What differentiates your company from competitors?

Harper Turf Equipment takes great pride in providing clean, efficient, and safe turf maintenance products. Our turf product line is supported by the best turf distribution network across the country, ensuring customer satisfaction through knowledgeable sales, service and support.

Our turf vacuums include a patented recirculating air technology which significantly minimizes dust for not only the operator, but pedestrians using the green space. In addition to a clean environment, the Harper hillside mower is the safest solution on the market, engineered to keep the operator comfortable throughout the entire workday.

Describe how your company will market this contract if awarded:

Marketing our partnership with NCPA will be a collaborative effort between our sales and marketing teams.

- **Press Release:** If awarded, our initial step will be to distribute a press release announcing our new alliance with NCPA.
- **Dealer Training:** With guidance from NCPA, we will sufficiently educate our dealer network on the benefits of NCPA and how to properly use the cooperative to capitalize on procurement opportunities.
- **Price Book:** NCPA will be detailed in each of our dealer books, specifying contract pricing and keeping the content in front of our dealer's sales force and purchasing departments.
- **Digital Presence:** NCPA will be present on our website, recognized on our social media platforms, logo placement within e-blasts, and more.
- **Collateral Representation:** The cooperative will be highlighted in marketing collateral and signage used for promotion at national and regional tradeshow, in the field with customers, and in dealer showrooms.
- **Testimonial:** Acknowledging that our mutual customers will say it best, compiling customer testimonials on their recent positive buying experience will be key.

Describe how you intend to introduce NCPA to your company:

If awarded a Master Contract, Harper Industries will communicate the introduction of NCPA through various outlets.

- Sales & Accounting NCPA Process Training (with support from NCPA)
- Announcement at the Quarterly Company Overview
- Summarized in the Quarterly Board of Directors Report
- Detailed in the Monthly Newsletter
- Reviewed in the Monthly Sales Meetings

Describe your firm's capabilities and functionality of your on-line catalog / ordering website:

Harper Turf Equipment's full product offering can be viewed in detail at www.harperturfequipment.com. From this website, a customer can review product features, specifications, videos of the machines in the field, brochures, product manuals and much more.

In addition to our website, Harper Turf Equipment's social media platforms (specifically our [YouTube](#) channel) are filled with content from machine operation tips and tricks to basic routine maintenance how-to's.

While we do offer online ordering for component parts, this portal is restricted to our dealer network only, encouraging all potential customers to visit the dealer locator (www.harperturfequipment.com/find-a-dealer/) to contact their nearest dealer.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.):

Harper Industries, Inc.'s service department representatives are available 8:00 AM to 5:00 PM CT, Monday through Friday. Our service technicians are trained to support both our dealer network and our end users.

Hours of operation for dealers follow these same standards, 8:00 AM to 5:00 PM local time.

Green Initiatives:

At Harper Industries we strive for efficiency in all that we do. From minimizing waste to properly disposing of hazardous material, we work to diligently check all the boxes.

Manufacturing:

Each year, we purchase just under 4,000,000 lbs. of steel to manufacture our diverse offering of equipment. Annually, we recycle nearly 10% of our purchased steel, minimizing wasted material and improving our impact on the environment.

All paint prep and paint materials are properly disposed of through Safety-Kleen's services.

In addition to our input components, implementing efficiencies within our factory is top of mind. In 2019 we initiated one the first tasks of our five-year factory improvement plan by upgrading to LED overhead lighting in our 170,000 sq. ft. facility. Where feasible, motion detected lighting is installed to conserve energy.

Fulfillment:

In fulfillment, we take a responsible approach at sourcing biodegradable and recyclable materials for packaging products and preparing shipments.

By offering multiple product lines, HII has the opportunity to consolidate loads to help simplify freight and transportation logistics to minimize our carbon footprint.

Product Offering:

In addition to our manufacturing processes, our product lines are designed to help make tough jobs easier. In the turf realm, our products are designed to meet all emission standards. Acknowledging that our products are designed for debris management and keeping our public spaces clean, abiding by emission standard is just one more detail within Harper Turf's commitment to the clean air act.

Our agriculture and hydraulic divisions focus on efficient transportation and livestock feeding solutions. It is our goal to educate our customers on minimizing feed waste by implementing conscientious feeding practices that result in increased producer profit and more efficient usage of forage and acreage.

Vendor Certifications:

Certificates are listed in the order of which they follow within the supplementary pages (zipped Verification of Certificates file):

- 1) Articles of Incorporation, Kansas Secretary of State
Issued: April 10, 1998

- 2) Retailers' Sales Tax Registration Certificate
Issued: July 25, 1998
- 3) 2020 Florida Annual Resale Certificate for Sales Tax
Expires: December 31, 2020
- 4) 2021 Florida Annual Resale Certificate for Sales Tax
Expires: December 31, 2021
- 5) State of Missouri Certificate of Authority
Issued: July 19, 2010
- 6) State of Washington Business License
Issued: June 19, 2020
- 7) Certificate of Conformity with the Clean Air Act
Issued: November 12, 2019
- 8) Society of Automotive Engineers (SAE), Standard J2638, Hitch Test Report
Test Date: September 10, 2020
- 9) ANSI/OPEI B71.10-2013
Test Date: December 1, 2019
- 10) California Air Resources Board, CARB Bond
Issued Date: July 16, 2020
- 11) Proof of Conformity to Machinery Directive in the European Union
Issued Date: February 2, 2020
- 12) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)
Declaration of Conformity
Issue Date: October 10, 2018
- 13) California Proposition 65 Compliance
Issue Date: October 10, 2018
- 14) International Standards Organization (ISO), Standard 2199
Hawk Certification
Issued on: November 9, 2020
- 15) Society of Automotive Engineers (SAE), Standard J1393
Hawk Test Report
Test Date: August 29, 2019
- 16) International Standards Organization (ISO), Standard 16231-2 & 5295-3
Hawk Test Report
Test Date: April 2, 2020
- 17) Harper Industries Case Summary Report
Pending & Issued Patents, Pending & Registered Trademarks, etc.
Documented: October 9, 2019

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Respondents must provide their complete catalog of turf and grounds maintenance equipment, parts, accessories, and related equipment and services. Each response should include access via uploaded document or URL to the respondent's catalog products and services. NCPA members must be able to easily calculate any offered price based on the respondents pricing list or formula.
- ◆ Prices should be based on a specific fixed price list which must be included in Section 7 or an easily verifiable formula of discount from a previously published list price, or other price program based on a fixed standard cost and markup. If a standard cost is being used it must be shown in the product list along with the markup % by item or category.
- ◆ The product and service categories each respondent offers should be based on their own catalog. Please present each of your categories, and the pricing formula of each individual item or category, along with the price or cos, and discount or mark-up, respectively.
- ◆ Parts, accessories, related equipment, and services should be clearly defined with each respondent's catalog categories, and pricing programs. It is the intent of the RFP to be as inclusive as possible, and to take advantage of the entire breadth of products available from each vendor. Due to the large variance in offerings it is likely that there will be multiple awards. If a respondent only carries a small group of products, they should respond with what they can offer. We will be contracting for a comprehensive program of equipment and services that no single vendor will be able to supply.

PRODUCTS & SERVICES / SCOPE

Product Offering:

Harper Turf Equipment's response to the RFP 43-20 will fully encompass the offering of Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Equipment and Services. The following details will break down the discount offering as it is provided in Tab 7 (uploaded document titled NCPA Pricing Package).

HARPER TURF EQUIPMENT:

Base Units + Accessories, Optional Equipment + Replacement Parts

TURF VACUUM: 5% discount off list pricing + 15% off accessories, optional equipment & parts
TV35 - www.harperturfequipment.com/turf-vacs/tv35/

TV60 RE - www.harperturfequipment.com/turf-vacs/tv60RE/

TV60 RHD - www.harperturfequipment.com/turf-vacs/tv60RHD/

TV40 RE & RH - www.harperturfequipment.com/turf-vacs/tv40/

VERTI-CUTTER: 10% discount off list pricing + 15% off accessories, optional equipment & parts
VC60 - www.harperturfequipment.com/verti-cutters/verti-cutter/

SWEEPER: 3% discount off list pricing + 15% off accessories & optional equipment
Hawk 4400 & 4200 - www.harperturfequipment.com/sweepers/harper-hawk/

ALL-TERRAIN MOWER: 5% discount off list pricing + 15% off accessories, optional eq. & parts
ATM 72LC - www.harperturfequipment.com/slope-mowers/atm72/

LANDSCAPE: 10% discount off list pricing + 15% off accessories & optional equipment & parts
Debris Blower 3600 & 2700 - www.harperturfequipment.com/blowers/debris-blower/

MultiLoader ML32 - www.harperturfequipment.com/blowers/multiloader/

Straw Blower SB5400 & SB1300 - www.harperturfequipment.com/blowers/top-feed-straw-blower/



CLEANER. FASTER. HARPER.

Freight:

Custom freight quotes will be supplied to the customer at the time equipment quotes are compiled. Considering our distribution model is supported by stocking dealers across the country, dealer inventory levels can alter lead times and shipping logistics. As noted on the pricing attachment, Harper Industries will honor a 50% off discount on freight from the factory and will be confirmed with the customer at the time the quote is provided.

Warranty:

All Harper Turf Equipment units include a standard one-year warranty. Additional details are provided within the NCPA Pricing Package attachment.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.
- ◆ Additional related products and services respondents provide should also be included in the price proposal.

VALUE ADDED PRODUCTS AND SERVICES

Additional Products & Services:

As shared in our vendor profile, Harper Industries, Inc. is a diverse equipment manufacturer that operates under four different product brands. In addition to turf maintenance markets, we take great pride in serving the agriculture and work truck industries.

DewEze Ag:

Known for its durable design, DewEze Ag is a leader in the livestock feeding equipment market. Reliability, superior service, and appealing esthetics are just a few of the variables that make DewEze the premium brand on the market.

Product Offering:	Parallel & Pivot Bale Beds	S3 Hay Processors
	Standard Flatbeds	660 Bolt-on Units
	BeefCake Supplement Feeders	165-I Bale Huggers

DewEze Hydraulics:

A product that was first initiated to power our Ag line quickly morphed into its own division in the late 70's - setting a new standard in the wrecker and work truck markets. Ease of installation and serviceability on decades of hydraulic solutions gives our brand a strong competitive advantage.

Product Offering:	Clutch Pump Kits	Electric/Hydraulic Systems
	Reel Transport Flatbeds	Central Hydraulic Systems

Butler Beds:

Acquired by Harper Industries in 2019, Butler Beds serves a customer base we once missed. In contrast to DewEze, Butler is an economical solution with a broad feature offering - the perfect tool to compliment any farmer or rancher's operation.

Product Offering:	Arm Bale Beds
	Spike Bale Beds
	Standard Flatbeds

Value Added pricing is detailed in the NCPA Pricing Package. Additional info will be provided upon request.

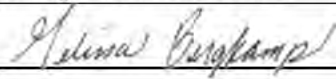
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Harper Industries, Inc. dba Harper Turf Equipment</u>
Print Name	<u>Melissa Bergkamp</u>
Address	<u>151 E. US HWY 160</u>
City, State, Zip	<u>Harper, Kansas 67058</u>
Authorized signature	<u></u>
Date	<u>November 5, 2020</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

November 5, 2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>Harper Industries, Inc. dba Harper Turf Equipment</u>
Address	<u>151 E. US HWY 160</u>
City/State/Zip	<u>Harper, Kansas 67058</u>
Telephone No.	<u>(620) 896-7381</u>
Fax No.	<u>(620) 896-7129</u>
Email address	<u>mbergkamp@harperindustries.com</u>
Printed name	<u>Melissa Bergkamp</u>
Position with company	<u>Vice President of Sales</u>
Authorized signature	<u></u>

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



Meeting Date: October 21, 2025
Item #: 8

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Victims of Crimes Act Agreement for FY 2025–2026. (Police Chief Ogburn)

Background Summary:

The Florida Attorney General's Office, Bureau of Advocacy and Grants Management, has awarded the Ocoee Police Department a Victims of Crime Act (VOCA) grant for \$23,672.00 to enhance crime victim services in the City of Ocoee and throughout the State of Florida. The grant funds 75 percent of the salary for a Victim Witness Advocate assisting the Ocoee Police Department. The Victim Witness Advocate provides emotional support and guidance to victims and witnesses throughout the legal process, helping them understand their rights and opinions. It also offers information about the criminal justice system, court procedures, and available resources. The victim advocate is a liaison between victims and law enforcement, ensuring their voices are heard and their needs are addressed during the investigations and legal proceedings. This grant is not for a new position; it will be used to fund our current position. This is a one-year agreement and ends September 30, 2026.

Issue:

Should the Honorable Mayor and City Commissioners authorize the acceptance and execution of the VOCA Agreement for Fiscal Year 2025/2026 in the amount \$23,672.00 to partially fund the position of the Victim Witness Advocate for the Ocoee Police Department?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the acceptance and execution of the VOCA Agreement for FY 2025/2026 in the amount of \$23,672.00, which partially funds the position of the Victim Witness Advocate for the Ocoee Police Department.

Attachments:

1. VOCA Agreement

Financial Impacts:

The VOCA Grant partially funds the Victim Witness Advocate position, up to \$23,672.00 for the Fiscal Year 2025/2026. This grant can be renewed annually, depending on the provision of the required victim-witness services. This grant is not for a new position; it will be used to fund our current position.

Type of Item: Consent



JAMES UTHMEIER
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Associate Deputy Attorney General for
Criminal Justice Programs

Joseph Spataro
PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-3013
<https://www.myfloridalegal.com>

September 26, 2025

Mr. Vincent L. Ogburn, Sr., Chief of Police
Ocoee Police Department
646 Ocoee Commerce Parkway
Ocoee, Florida 34761-2223

Dear Chief Ogburn:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that Ocoee Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2025-2026 funding cycle.

Our office would like to thank those agencies that submitted a response to the September 9, 2025, letter requesting input on the award process. The comments were very helpful and the award amounts were calculated taking into consideration the responses submitted. Ultimately, this office decided to concentrate the small reduction necessary in the 2025-2026 grant awards on those agencies awarded larger grants. Those agencies that had a 2024-2025 award of \$100,000 or lower will not receive a reduction.

Our office submitted a request to the U.S. Department of Justice, Office for Victims of Crime, to extend the project period for the 2021 VOCA allocation. Until a decision is received from the federal government, our office can only award funds based on what is currently authorized. If the U.S. Department of Justice approves our request for extension, that decision may unlock additional funds that could be requested at a later date.

If you have any questions, please direct them to the Bureau of Advocacy and Grants Management at (850) 414-3380 or contact.voca@myfloridalegal.com. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

Joseph Spataro
Associate Deputy Attorney General

FY 2025/2026
(Grant Period October 1, 2025, through September 30, 2026)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

Ocoee Police Department

GRANT NO: VOCA-C-2025-Ocoee Police Department -00081

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG," an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Ocoee Police Department, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2025/2026 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2025/2026 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2025, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2026. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement)

with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. Failure of the Provider to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the Provider has complied. The online registration can be completed at: <https://vendor.myfloridamarketplace.com>. If the Provider needs assistance in registering, the Provider may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com. Failure of the Provider to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Unique Entity Identifier (UEI). The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a UEI number. The details of Provider obligations are posted on the Office of Justice Programs' website at <https://www.ojp.gov/funding> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e.,

unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANTS SYSTEM REQUIREMENT

The Provider's administrator has the authority to grant access to the E-Grants system to the Provider's employees. The Provider will immediately remove access to the E-Grants system when an employee is no longer employed at the Provider's agency or when an employee's access is no longer necessary to perform their job duties at the Provider's agency. The Provider will perform quarterly checks to ensure that only authorized employees have access to the E-Grants system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition of equipment will only be considered for VOCA grant funded positions that are approved at 100% in the budget.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of \$2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed \$23,672.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these timeframes, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in

either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the

written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends \$750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.
2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.
3. In the event the Provider expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

- A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

- B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.
- C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 24. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 25. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 26. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this

Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 27. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 28. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at <https://www.ojp.gov/program/civil-rights-office/about>.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the DOJ, Office of Justice Programs, to assist with policy and procedure development is available at <https://www.ojp.gov/program/civil-rights-office/about>.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2025-2026 grant period and confirm compliance with this requirement to the OAG through self-reporting by December 31, 2025. The training modules are available at <https://www.ojp.gov/program/civil-rights/video-training-grantees/overview>. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 29. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 30. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2025-Ocoee Police Department -00081 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (Ocoee Police Department) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications, websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The Ocoee Police Department is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 31. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: <https://www.e-verify.gov/>, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2) (a), Florida Statutes.

ARTICLE 32. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights

under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 33. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 34. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the State of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 35. COMPLIANCE WITH RESPECT

PURSUANT TO SECTION 413.036(3), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

ARTICLE 36. COMPLIANCE WITH PRIDE

PURSUANT TO SECTION 946.515(2), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

ARTICLE 37. PROCUREMENT OF MATERIALS WITH RECYCLED CONTENT

Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.

ARTICLE 38. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

As applicable, the Provider must comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. The act prohibits the inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the OAG.

ARTICLE 39. FEDERAL LAW RIGHTS TO INVENTIONS

As applicable, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."

ARTICLE 40. FEDERAL CLEAN AIR ACT

As applicable, and if this Agreement is over \$100,000.00, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. The Provider must report any violations of the above to the OAG.

ARTICLE 41. PRO-CHILDREN ACT OF 1994

As applicable, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. If applicable, the Provider must also include a similar provision in any subcontracts it enters under this Agreement.

ARTICLE 42. FEDERAL SUSPENSION AND DEBARMENT LIST

As applicable, the Provider agrees to comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 and warrants none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Provider must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction (as defined by federal law) it enters into. Provider must notify the OAG immediately if it or any of the Provider's employees, affiliates or subcontractors are included on the Federal Suspension or Debarment Lists.

ARTICLE 43. INSPECTION OF RECORDS

In accordance with section 216.1366, Florida Statutes, the OAG is authorized to inspect the: (a) financial records, papers, and documents of the Provider that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Provider which the OAG determines are necessary to monitor the performance of this Agreement or to ensure that the Agreement terms are being met. The Provider must provide such records, papers, and documents requested by the OAG within 10 business days after the request is made.

ARTICLE 44. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2025-2026 grant application in the E-Grants Management

System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

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**Office of the Attorney General
Grant Award Project Summary**

	Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	Office of the Attorney General Victims of Crime Act Grant		2025-2026
Subrecipient Name and Address Ocoee Police Department 646 Ocoee Commerce Parkway Ocoee, Florida 34761-2223		OAG Grant Number VOCA-C-2025-Ocoee Police Department -00081		
Subrecipient UEI Number PW36JGN235S7		Project Period: From 10/1/2025 To 9/30/2026		
Subrecipient IRS/Vendor/FEIN Number 59-6019764		Budget Period: From 10/1/2025 To 9/30/2026		
Project Title OVC FY 21 VOCA Victim Assistance Formula OVC FY 22 VOCA Victim Assistance Formula		Award Date 10/1/2025	Award is R&D (Y/N) No	
Previous Award Amount \$0.00	Amount of this Award \$23,672.00	Total Award \$23,672.00		
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.				
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance				
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.				
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime		OVC Project Period, Award Date 2021-2022: From 10/1/2020 to 9/30/2026 2022-2023: From 10/1/2021 to 9/30/2026		
OVC Federal Award Number 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021 2022-15POVC-22-GG-00725-ASSI Awarded 08-25-2022		OVC Total Award to OAG \$66,670,292 \$91,878,955		
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380		Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380		
Signature, OAG Authorizing Official, Date		Signature, Agency Executive Director, Date		

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Ocoee Police Department, have executed this Agreement.

Chief Vincent L. Osburn, Sr.
Authorizing Official

OAG Authorizing Official

Vincent L. Osburn, Sr.
Print Name

Print Name

10-21-2025
Date

Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

FEID# of Provider

Flair Code

* Provided for use if multiple signatures are required by your organization.



Meeting Date: October 21, 2025

Item #: 9

Contact Name: Kiel Gajadhar
Contact Number: Ext. 6005

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of FY 2025-2026 Traffic Signal Repair and Replacement Projects with Control Specialists. (Assistant Public Works Director Gajadhar)

Background Summary:

Public Works included the following traffic signal system maintenance projects in the Capital, Repair and Replacement program, and the Transportation Improvement Bond for the current budget:

1. Replace illuminated street name signs on Old Winter Garden Rd. — \$67,392
2. Upgrade traffic signal and video detection at Mckey St. and Bluford Ave. — \$98,925
3. Replace video detection system at Maguire Rd. at Roberson Rd. / Moore Rd. — \$44,400
4. Upgrade controller cabinet at Clarke Rd. and White Rd. — \$53,625
5. Install 6 UPS (Uninterrupted Power Supply) battery backups for traffic signal cabinets — \$79,800

Public Works solicited pricing through the City's term contract, RFP 22-004, for traffic signal management and maintenance with Control Specialists, the City's Traffic Signal Maintenance Contractor. The attached quotes are in line with FDOT construction industry pricing. Numbers 1 through 4 are normal lifespan maintenance for the signals and street signs on the City right of way. Item 5 will provide the installation of battery backups for six (6) traffic signals. The backups will provide uninterrupted electricity to the lights in the event of a power failure, giving staff and the power company time to mobilize and respond to the issue. The following six (6) traffic signals are budgeted for battery backups this year:

- Bluford Ave. and Old Winter Garden Rd.
- Blackwood Ave. and Old Winter Garden Rd.
- White Rd. and Clarke Rd.
- Clarke Rd. and West Oaks Mall Entrance (2)
- Maguire Rd. and Clarke Rd.

Public Works recommends issuing a purchase order to our Traffic Signal Maintenance Contractor, Control Specialists, as they will be responsible for the maintenance of the capital projects that are adequately funded in the budget.

Issue:

Should the Honorable Mayor and City Commissioners approve issuing a purchase order to Control Specialists Corp. for the traffic signal system maintenance projects incorporated in the current budgeted programs?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve issuing a purchase order to the City's Traffic Signal Maintenance Contractor and Control Specialists, to; 1) Replace illuminated street name signs on Old Winter Garden Rd. — \$67,392, 2) Upgrade traffic signal and video detection at McKey St. and Bluford Ave. — \$98,925 , 3) Replace video detection system at Maguire Rd. at Roberson Rd. / Moore Rd. — \$44,400, 4) Upgrade controller cabinet at Clarke Rd. and White Rd. — \$53,625, 5) Install UPS (Uninterrupted Power Supply) battery backups for traffic signal cabinets — \$79,800.10, and authorize the City Manager and staff to approve and execute change orders to the work in accordance with the limits established in the Purchasing Code.

Attachments:

1. RFP22004 Contract Traffic Signal Management and Maintenance Control Specialists
2. Battery Backups
3. Ocoee- Illuminated sign Quote
4. Bluford and McKey Upgrade
5. Maguire and Roberson Upgrade
6. Clarke and White Cabinet Upgrade

Financial Impacts: The cost of the work is adequately funded in the FY2025-2026 Streets Division Capital, Repair and Replacement Program for Public Works, and the Transportation Improvement Bond as shown below:

Maintenance Projects	Job Number
Replace illuminated street name signs on Old Winter Garden Rd. — \$67,392	RR002-26
Upgrade traffic signal and video detection at McKey St. and Bluford Ave. — \$98,925	P000465
Replace video detection system at Maguire Rd. at Roberson Rd. / Moore Rd. — \$44,400	P000467
Upgrade controller cabinet at Clarke Rd. and White Rd. — \$53,625	P000466
Install 6 UPS (Uninterrupted Power Supply) battery backups for traffic signal cabinets — \$79,800	A000551

Type of Item: Consent

TERM CONTRACT FOR

RFP #22-004 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

THIS AGREEMENT is made this 30th day of, August, 2022, by and between the **CITY OF OCOEE**, a Florida municipal corporation, 1 North Bluford Avenue, Ocoee, Florida 34761 (hereinafter referred to as the "City") and **TRAFFIC ENGINEERING AND MANAGEMENT, LLC dba CONTROL SPECIALISTS**, a Florida limited liability company, 707 Nicolet Avenue, Suite 100-A, Winter Park, Florida 32789 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City solicited proposals to perform certain traffic signal management and maintenance work, including pre-event federal grant funded projects as set forth in RFP #22-004 and its Exhibits to include all terms and federal requirements, a complete copy of which is attached hereto as Exhibit "1" and by this reference made a part hereof (the "RFP");

WHEREAS, the City has made an award to the Contractor to perform traffic signal management and maintenance work, including pre-event federal grant funded projects, pursuant to the terms of the RFP; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the prices and rates specified in the Contractor's response to the RFP, a copy of which is attached hereto as Exhibit "2" and by this reference made a part hereof (the "Proposal").

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto incorporate by reference the above recitals and agree as follows:

Recitals; Definitions. The above recitals are true and correct and incorporated herein by this reference. All capitalized terms not otherwise defined herein shall be as defined or described in the RFP, unless otherwise indicated.

Scope of Work. The Contractor shall provide the labor, services and materials as specified in the RFP to provide the necessary services for emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers, and roadway safety lighting throughout the City, including these services as part of pre-event federal grant funded projects (the "Work"). The Contractor shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work. In the event Contractor declines the work after the issuance of a Notice to Proceed or Purchase Order issued by the City, Contractor shall provide the City with a formal declaration of work refusal.

Term of Agreement. This Agreement shall be for an initial period of one (1) year commencing on **October 1, 2022**, and four (4) automatic one-year extensions; each of which shall automatically commence on the anniversary of the Effective Date unless the City exercises its sole option not to proceed with the renewal term. The City, at its sole discretion, may refuse to exercise the renewal options by providing written notice of same to Contractor not later than thirty (30) days before the expiration of a term. The City shall have the option of extending the term for an additional two (2) year period after completion of the renewal terms.

Compensation. Contractor agrees to perform the Work for the rates and prices specified in Contractor's Proposal. The amounts as specified in the Contractor's Proposal may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of a Change Order, if applicable. Any prices specified in this Agreement, will remain firm for the first year of this Agreement. The contract labor rates may increase up to 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract. For the renewal terms of this Agreement, if the Contractor proposes to make a price adjustment, the Contractor shall first give the City written notice thereof, with explanations stated for the price adjustment, and such notice shall be given at least one hundred-twenty (120) calendar days prior to the one (1) year renewal term for which the price adjustment is sought. Adjustments not otherwise provided for in the RFP and this Agreement will only be permitted solely at the discretion of the City. Nothing contained herein shall affect the City's right to terminate this Agreement for Convenience as provided herein.

Payment. Payments made by the City to the Contractor shall be deemed to fully compensate the Contractor for all labor, supervision, administration, material, fuel, mobilization, and equipment rental incurred, expended or performed by the Contractor to provide traffic signal management and maintenance, including pre-event federal grant funded projects. Invoices shall be submitted by the Contractor to the City at the end of each authorization or on a monthly basis. All invoices shall be payable in accordance with the procedures set forth in the RFP and for the proposed prices as set forth in the Contractor's proposal. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. **NOTE: ALL INVOICES MUST CLEARLY INDICATE: CITY AGREEMENT #RFP 22-004 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS.**

Contractors Officers and Employees.

Contractor's Officer(s): The Contractor shall assign a qualified person or persons to be in charge of the operations within the City and shall provide the name(s) of such person(s) and related contact information to the City. Information regarding the person's experience and qualifications shall also be furnished. Supervisory employees must be available for consultation with City staff within a reasonable and practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which provides mobile communication for immediate contact with City staff.

Conduct of Employees: The Contractor shall see to it that its employees serve the public in a courteous, helpful, and impartial manner.

Employee Uniform Regulations: During working hours, the Contractor's employees shall wear a uniform or shirt bearing the company's name. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

Driver's License: Each vehicle operator shall, at all times, carry a valid Florida driver's license for the type of vehicle that is being driven.

Patents and Copyrights. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

Termination for Cause. If Contractor fails or neglects to perform a material obligation under this Agreement the City shall provide written notice to the Contractor that the Contractor is in default and that City intends to terminate this Agreement if the default(s) are not cured. If the Contractor fails to cure the default(s) or, if such default(s) cannot practicably be cured within five (5) days and Contractor fails to diligently commence to correct the default(s), then the City may, without prejudice to any other remedy, cure such default(s) and/or rectify such deficiencies and charge the Contractor the reasonable cost thereof; or, at the City's option, may terminate this Agreement. In the event of such termination for cause the Contractor shall turn over to the City all documents, materials, plans, specifications, manuals, records, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other things or electronic data that relate to or concern the work performed by the Contractor under this Agreement. If it is later determined that the City's termination for cause under this Agreement was improper or not justified, then the parties agree that the termination of the Contractor shall be deemed and treated as a termination for convenience and, the Contractor's sole and exclusive remedy shall be to receive compensation in the same manner as prescribed for a termination for convenience.

Termination for Convenience. The City may terminate this Agreement at any time solely for its convenience by providing the Contractor with thirty (30) days written notice. In the event of such a termination by the City for convenience, the City shall be shall pay for all Work properly performed prior to the effective date of the termination and for all materials, supplies and services, which were reasonably utilized to perform the Work through the effective date of the termination for convenience and other normal and reasonable costs incurred by the Contractor that are caused by or reasonably arise out of the termination for convenience.

Warranty. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed; be free from all faults, defects or errors; and be of the highest quality. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from expiration date of this Agreement, the Contractor shall, at the City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City; or

refund to the City the amount paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS AND SERVICES PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND FIT FOR THE PURPOSES INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

Time of Completion. Time is of the essence in the performance of this Agreement. All Work shall be performed regularly, diligently, and uninterrupted within the times and in accordance with the specified schedule provided by the City. The City shall provide Contractor with a reasonable extension of time for any delay caused by acts of God, fire, flood, hurricanes, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's control which prevent or hinder the performance of the Contractor.

Indemnification. To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section.

Correction of Work. The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely correct the Work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement, the actual cost paid by the City to a third party to perform the Work. If the City performs such work with its own personnel then the City may deduct from any amounts due under this Agreement such amount equal to what the Contractor would have charged for doing the work, plus 110% of such amount.

Right to Audit Records. The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

Information. All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall

be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

Safety Measures. The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

Extra Work. The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Change Order to this Agreement, and shall be executed under the applicable conditions of the Agreement.

Price Adjustments. The contract labor rates shall increase no more than 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract.

Performance of Agreement.

The Contractor's performance of this Agreement shall be supervised by the Director of Public Works or his or her authorized representative (the "Director"). If at any time during the term of this Agreement, performance is considered unsatisfactory to the Director, the Contractor shall increase the work force, tools, and equipment as needed to properly perform this Agreement. The failure of the Director to give such notification shall not relieve the Contractor of his obligation to perform the Work at the time and in the manner specified by this Agreement.

The Contractor shall furnish the Director with every reasonable opportunity for ascertaining whether or not the Work, as performed, is in accordance with the requirements of this Agreement.

The Director may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time and the Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

Familiarity With The Work. The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Insurance.

The Contractor, at all times during the term of this Agreement, shall meet the following requirements:

- Maintain all insurance coverages required by this Agreement and the Insurance Requirements stated in RFP #22-004 to which this Agreement and the award of the contract was based on (the “RFP”).
 - Maintain any additional coverage required by the City.
 - Name the City as an additional insured on all liability policies required by this Agreement. When naming the City as an additional insured, the insurance companies shall agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.
 - Make no change or cancellation in insurance without thirty (30) days prior written notice to the City.
 - File original signed Certificates of Insurance, evidencing such coverage and endorsements as required herein with the City for approval before work is started. The certificate must state the Proposal Number and Title. Upon expiration of the required insurance, the Contractor must submit updated certificates of insurance during the term of this Agreement.
1. It is understood and agreed that all policies of insurance provided by the Contractor are primary coverage to any insurance or self-insurance the City possesses that may apply to a loss resulting from the work performed under this Agreement.
 2. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure and shall be made available to the City upon request to the Contractor. No deductibles will be allowed in any policies issued on this Agreement unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City.
 3. Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Contractor of its liabilities and obligations under any section or provision of this Agreement or under applicable law.
 4. Insurance coverage required shall be in force throughout the term of this Agreement. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term, the City shall have the right to consider this Agreement breached and declare a default by the Contractor.

If the Contractor does not meet the insurance requirements of this Agreement, alternate insurance coverage, satisfactory to the City, may be considered.

Miscellaneous Provisions.

The City and other authorizing agencies shall have the right to inspect the site, verify quantities and review operations at any time.

The Contractor shall not employ subcontractors without the advance written permission of the City.

Contractor shall not assign this Agreement without the advance written consent of the City.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

The Contractor shall at all times, keep the its work areas free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location and leave each location where it performs services in a broom clean condition.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables left on City property by the Contractor.

This Agreement is considered a non-exclusive Agreement between the parties.

This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.

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

The parties agree that this Agreement was entered into in Orange County, Florida, and that the performance of the parties under this Agreement shall be deemed to be accomplished in Orange County, Florida, and that payment is due in Orange County, Florida, and that the venue for any mediation, collection or enforcement action under this Agreement shall be in Orange County, Florida. The exclusive venue of any litigation or

other judicial proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The laws of the State of Florida shall govern the validity, construction and performance of this Agreement without reference to its conflict of laws provisions.

WAIVER OF JURY TRIAL. Contractor hereby voluntarily and intentionally waives the right to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether in connection with this Agreement or otherwise unrelated thereto. This Waiver of Jury Trial shall be binding upon all successors and assigns of the parties hereto.

The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

This Agreement, including **Exhibit "1"** and **Exhibit "2"** hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

Federal Grant Funded Job Orders. For any Job Order that is federal grant funded, this pre-event contract is subject to the provisions of 2 C.F.R. Part 200 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Proper documentation as required by the Federal Emergency Management Agency (FEMA), or the Federal Highway Administration (FHWA), or other federal agency is required, per the attached federal requirements and corresponding federal forms.

The work will begin upon written authorization by the City. No guarantee of minimum or maximum amounts per proposal item is made by the City under this Contract. No adjustment to proposed prices will be considered due to increases or decreases in estimated quantities.

In the event that the natural disaster impacts another local government jurisdiction, the terms and conditions of this Agreement may apply to work in the affected jurisdiction, with the concurrence of both parties.

The City, at its sole discretion, may award one or more contracts based on the proposals received and the potential demand for services related to natural disasters.

In addition to compliance with the Required Contract Provisions for Federal-Aid Construction Contracts stated in the RFP and the RFP Exhibits and incorporated herein as Exhibits, the Contractor shall coordinate with the City, the Federal Highway Administration (FHWA) and the Federal Emergency Management Agency (FEMA) in the performance and administration of the federal requirements of this contract. The Contractor will comply with all applicable federal

law, regulations, executive orders, FEMA policies, procedures, and directives, and FHWA regulations, as amended from time to time.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this contract.

The Contractor shall conduct the Work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

Order of Precedent. In the event of a conflict between the provisions of this Agreement along with the terms of the RFP and its Exhibits, and Federal Code, the more restrictive rule shall prevail.

Severability. If any part, section, subsection, or other portion of this Agreement is declared void, unconstitutional, invalid for any reason, such part, section, subsection or other portion, or the prescribed applications thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect. The City and the Contractor declare that no invalid or prescribed provision or application was an inducement at the execution of this Agreement, and that they would have executed this Agreement, regardless of the invalid or prescribed provision or application.

Attorneys Fees. In the event that either party finds it necessary to commence an action against the other party to enforce any provisions of this Agreement or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings and the right to such reasonable attorneys' fees, paralegal fees, and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Notices. All notices and approvals which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be made or given (i) by certified mail, postage prepaid, return receipt required, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel, next day (delivery service). Notices, including notice of a change of address or telephone number, shall be addressed or transmitted to the addressees set forth below, or that a party may otherwise designate in the manner prescribed herein:

As to the City:

Director of Public Works
City of Ocoee
1 N. Bluford Avenue
Ocoee, Florida 34761
Phone: (407) 905-3170

with a copy to:

Procurement Manager
City of Ocoee
1 N. Bluford Avenue

Ocoee, Florida 34761

As to Contractor:

William Bruce O'Donoghue, CEO
Traffic Engineering and Management, LLC. Dba
Control Specialists
707 Nicolet Avenue, Suite 100-A
Winter Park, FL 32789
Phone: (407)628-1965

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Entire Agreement: This Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

Captions: Captions of the section and subsections of this Agreement are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Public Records Compliance:

The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, CCDL@OCOEE.ORG, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

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.

(Signature page follows.)

IN WITNESS WHEREOF, Contractor and the City have caused this Agreement for Traffic Signal Management and Maintenance Term Contract, including Pre-Event Federal Grant Funded Projects to be executed by their duly authorized officers as of the day and year first above written.

Adele L. Walker
Witness Print Name: Adele L. Walker.

Tony Zirpoli
Witness Print Name: Tony Zirpoli

CONTRACTOR: TRAFFIC
ENGINEERING AND MANAGEMENT
LLC DBA CONTROL SPECIALISTS

a Florida limited liability company

By: W. Bruce D. Donoghue
Name: W. Bruce D. Donoghue
Title: CEO

(SEAL)

CITY OF OCOEE, FLORIDA

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

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this 30th day of August,
2022.

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON July 19, 2022 UNDER AGENDA ITEM
NO. 6.

SHUFFIELD, LOWMAN & WILSON,
P.A.

BY: Scott A. Cookson
Scott A. Cookson, City Attorney



TRAFENG-01

DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/29/2022

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

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

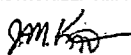
PRODUCER Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	CONTACT NAME: PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No): (407) 629-6378 E-MAIL: Certificates.FLA@HubInternational.com ADDRESS:																					
INSURED Traffic Engineering and Management, LLC dba Control Specialists 707 Nicolet Avenue, #100A Winter Park, FL 32789	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Transportation Insurance Company</td><td>20494</td></tr> <tr> <td>INSURER B:</td><td>Continental Casualty Company</td><td>20443</td></tr> <tr> <td>INSURER C:</td><td>Continental Insurance Company of New Jersey</td><td>42625</td></tr> <tr> <td>INSURER D:</td><td>National Fire Insurance Company of Hartford</td><td>20478</td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Transportation Insurance Company	20494	INSURER B:	Continental Casualty Company	20443	INSURER C:	Continental Insurance Company of New Jersey	42625	INSURER D:	National Fire Insurance Company of Hartford	20478	INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X	X	5086443726	7/1/2022	7/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Standard Contractual						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY						
	☒ ANY AUTO OWNED AUTOS ONLY			BUA 5086443712	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY HNOA Comp Ded \$1,000						BODILY INJURY (Per accident) \$
	☒ NON-OWNED AUTOS ONLY HNOA CollnDed \$1,000						PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000
C	☒ UMBRELLA LIAB						
	☒ EXCESS LIAB			6014082886	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 3,000,000
	☐ CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED RETENTION \$ 0						
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC586443743	7/1/2022	7/1/2023	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			5086443726	7/1/2022	7/1/2023	\$25K each/Annual > 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Ocoee is automatically included as Additional Insured, including completed operations, both Primary & Noncontributory terms apply, & Waiver of Subrogation applies on General Liability & Workers' Comp, when required in a written contract or agreement with the Insured.

CERTIFICATE HOLDER City of Ocoee 150 N. Lakeshore Drive Ocoee, FL 34761	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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EXHIBIT "1"

**TEXT OF RFP #22-004 WITH RFP TERMS & EXHIBITS
INCLUDING FEDERAL REQUIREMENTS**

(To be added at time of execution)

CITY OF OCOEE

REQUEST FOR PROPOSALS

RFP #22-004

**TRAFFIC SIGNAL MANAGEMENT AND
MAINTENANCE TERM CONTRACT,
INCLUDING PRE-EVENT FEDERAL GRANT
FUNDED PROJECTS**



Ocoee

florida

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TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM CONTRACT,
INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

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**Submit with Proposal*

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Request for Proposals, Legal Advertisement

The City of Ocoee, Florida (the "City") is soliciting sealed proposals for **RFP #22-004 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS**. Proposals will only be accepted electronically through Merrell Source-To-Contract, a free e-Procurement platform, **until 2:00 pm, local time, on Tuesday, May 24, 2022**. Proposals received after that time or through any other method will not be accepted under any circumstances. Proposals that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at <https://www.ocoe.org/959/Public-Bid-Openings>. All questions regarding this RFP should be in writing to Joyce Tolbert, Procurement Manager, Finance Department/Purchasing jtoltbert@ocoe.org. No Pre-proposal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a proposal at no charge through Merrell Source-To-Contract by accessing the City's published solicitation page at <https://app.negometrix.com/buyer/748>. For more information, please visit <https://www.ocoe.org/323/Purchasing>. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Merrell Source-To-Contract platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, April 24, 2022.

Note: The contact person for this RFP has been changed from the original newspaper advertisement. All inquiries should be emailed to jtoltbert@ocoe.org.

CITY OF OCOEE
REQUEST FOR PROPOSALS (RFP) #22-004
TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM CONTRACT,
INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

Introduction and Instructions:

- A. Sealed proposals for RFP #22-004 will be received by the City of Ocoee, hereinafter called "City," from any person, firm, corporation, or agency, hereinafter called "Respondent, Firm, Bidder, Proposer, or Contractor," submitting a proposal for the services being solicited. Each Respondent shall furnish the information required on the proposal form supplied and each accompanying sheet thereof on which an entry is made. Proposals submitted on any other format shall be disqualified. Proposals must be typewritten or handwritten using ink; do not use pencil. Proposal documents must be submitted under the signature of a legally responsible representative, officer, or employee and should be properly witnessed and attested. All proposals should also include the name and business address of any person, firm, or corporation interested in the proposal, either as a principal, member of the firm, or general partner. If the Respondent is a corporation, the proposal should include the name and business address of each officer, City, and holder of 10% or more of the stock of such corporation.
- B. Prospective Respondents may secure a free copy of the documents required for submitting a response through Merrell Source to Contract (f/n/a Negometrix) platform by accessing the City's published solicitation page at <https://app.negometrix.com/buyer/748> and clicking the "open" filter. Please visit <https://www.ocoee.org/323/Purchasing> for more information. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Merrell Source to Contract platform. Partial sets of the documents required for submitting a proposal will not be issued. By using Merrell Source to Contract, prospective Respondents will be provided with all information regarding this RFP, all addendums and changes to the project requirements; there is no charge to use the Merrell Source to Contract e-procurement platform.

The City is **ONLY** accepting electronic solicitation responses online through the City's Merrell platform at <https://app.negometrix.com/buyer/748>. This link can also be accessed through the City's website at <https://www.ocoee.org/323/Purchasing> under the **Current Open Solicitations** menu. All responses for this bid **MUST** be submitted through the Merrell Source-To-Contract platform. RFP submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge to use the Merrell Source-To-Contract electronic bid submission platform.

Registration with Merrell Source-To-Contract is free and is required prior to submitting an RFP response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the RFP submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Merrell Source-To-Contract Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@Negometrix.com.

Once your company is registered with Merrell Source-To-Contract, you will be able to securely submit your company's proposal any time before the bid deadline, at <https://app.negometrix.com/buyer/748> by clicking the PARTICIPATE BUTTON under the solicitation. You must click the SUBMIT BUTTON once you finalize your response. You

will receive a date/time stamp confirmation within the Mercell platform and an email confirmation. Proposals submitted on Mercell Source-To-Contract will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public RFP opening will be held on the date and time indicated below. Details on how to access the virtual RFP opening will be located on the City's website once available at <https://www.ocoe.org/959/Public-Bid-Openings>.

- C. The City will receive questions regarding this RFP only through the Mercell Source-To-Contract platform in the Question & Answer tab or through written inquiries directed to Joyce Tolbert, Procurement Manager, email jtolbert@ocoe.org. The deadline for receipt of questions is **May 17, 2022 at 12:00 p.m., local time**. Any clarifications/changes will be only through written addenda issued by the Purchasing Technician and posted on Mercell Source-To-Contract. Respondents should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this RFP before the proposal award date. Any contact with any other member of the City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.
- D. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their proposal on the Mercell Source-To-Contract platform. **Proposal must be received by Mercell Source-To-Contract no later than 2:00 p.m. (local time) on May 24, 2022.** Any proposal received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the proposal **uploaded and submitted** on the Mercell Source-To-Contract e-procurement platform prior to the due date and time.

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

E. PRE-PROPOSAL CONFERENCE:

None scheduled at this time.

- F. Proposals will be reviewed by an evaluation committee appointed by the City Manager and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFP will be noticed publicly and on Mercell Source-To-Contract. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm should be awarded the term contract by the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a proposal

constitute public records under Florida law.

G. All Respondents shall thoroughly examine and become familiar with this RFP package and carefully note the items specifically required for submission of a complete proposal.

H. **Submission of a proposal shall constitute an acknowledgment that the Respondent has complied with the instructions of this RFP.** The failure or neglect of a Respondent to receive or examine a document shall in no way relieve it from any obligations under its proposal or the contract. No claim for additional compensation will be allowed based upon a lack of knowledge or understanding of any of the contract documents or the scope of work. Proposals shall be in compliance with the contract documents and scope of work. **All costs to prepare and submit proposals shall be the responsibility of the Respondent and the City shall make no reimbursement of any kind.**

I. Any response by the City to a request for information or correction will be made in the Merrell Source-To-Contract RFP file or in the form of a written addendum, which will be distributed via Merrell Source-To-Contract. It shall be the responsibility of each Proposer to obtain a copy of all issued Addenda. The City reserves the right to issue Addenda concerning the date and time when proposal acceptance shall close at any time up to the date and time set for proposal closing. **In case any Proposer fails to acknowledge receipt of any such Addendum, its proposal will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a proposal will constitute acknowledgment of the receipt of the RFP Documents and all Addenda.** Only interpretations or corrections provided by written Addenda shall be binding on the City. Respondents are cautioned that any other source by which a Respondent receives information concerning, explaining, or interpreting the RFP Documents shall not bind the City.

J. Any of the following causes may be considered sufficient for the disqualification and rejection of a proposal:

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

K. **FEDERAL GRANTS:** All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 326. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 C.F.R. Section 200.317 – 326. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this contract.

In the event of a conflict between the City's Purchasing Policy, codified at Chapter 21 of the City's Code of Ordinances, and Federal Code, the more restrictive rule shall prevail.

All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately

L. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):

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

M. FLORIDA PUBLIC RECORDS LAW:

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

N. PUBLIC RECORDS COMPLIANCE:

The City of Ocoee (the "City") is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

O. ACCEPTANCE AND AWARD:

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

The City reserves the right to award the contract to the Respondent(s) which, in the City's sole discretion, is (are) the most responsive and responsible. The City reserves the right, as an aid in determining which proposals are responsible, to require a Respondent to submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all proposals for acceptance and award. The Respondent certifies that it will not withdraw its proposal for a period of one hundred - twenty (120) days after the scheduled closing time for the receipt of proposals.

End of Section

RFP #22-004 GENERAL TERMS & CONDITIONS:

1. BID SECURITY:

- a) In lieu of providing a bid security, the Respondent may provide documentation that their business has been active with the Secretary of the State of Florida for a minimum of three (3) years. Respondent warrants by virtue of bidding the prices in his bid response will be good for an evaluation period of ninety (90) days from the date of bid opening, or:
- b) Each proposal must be accompanied by Bid Security in the form a Cashier's/Certified Check or company check upon an incorporated bank or trust company or a Bid Bond in an amount equal to ONE THOUSAND DOLLARS (\$1,000.00). A combination of any of the former is not acceptable. Cash or company check will not be accepted as Bid Security. The cashier's check or Bid Bond is submitted as a guarantee that the Respondent, if awarded the Contract, will, after written notice of such award, enter into a written Contract with the City and as a guarantee that the Respondent will not withdraw its proposal for a period of ninety (90) days after the scheduled closing time for the receipt of proposals, in accordance with the accepted proposal and RFP documents.
- c) A copy of the bid security is to be included with the proposal submitted electronically on Merrell Source-To-Contract. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Shannon Hopper, Purchasing Technician, 150 North Lakeshore Drive, Ocoee, FL 34761. Failure to provide the original may cause your bid to be deemed non-responsive.
- d) In the event of withdrawal of said proposal within ninety (90) days following the opening of proposals, or Respondent's failure to enter into said contract with the City or failure to provide the City with other requirements of the contract documents or the RFP after issuance of Notice of Intent to Award by the City, then such Respondent shall be liable to the City in the full amount of the check or Bid Bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the Bid Bond as liquidated damages and not a penalty.
- e) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.
- f) The cost of the required Bid Bond and required insurance coverage is to be included in the Respondent's overhead and is not eligible for reimbursement as a separate cost by the City. The checks of the three (3) most favorable Respondents will be returned within three (3) days after the City and the successful Respondent have executed the contract for work or until the 91st day after proposal opening, whichever is earlier. The remaining checks will be returned within thirty (30) days after the opening of proposals. Bid Bonds will be returned upon request following the same criteria as a check

2. PERFORMANCE & PAYMENT BOND:

Performance and Payment Bonds are required for job order individual projects

\$200,000 and greater. The Contractor shall, without expense to the City, and within five (5) days of a written Notice to Proceed issued by the City for the commencement of any services (not at the time of contract signing), furnish a 100% Performance and Payment Bond on the form provided in this RFP as security for the timely performance and payment of its services. Said performance and payment bonds shall be for 100% of the project amount and **shall be submitted on the attached forms**. (See Exhibit P1 & P2.) All premiums for the performance and payment bonds shall be paid by the Contractor. The performance and payment bonds shall be written by a surety company listed on the U.S. Treasury, Fiscal Service, Bureau of Governmental Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies" and approved by the City. NOTE: Only the successful bidder who enters into a contract with the City for an individual job order in the amount of \$200,000 and greater is required to supply a performance and payment bond within five (5) days of a written Notice to Proceed issued by the City for the commencement of services under this contract.

3. **PATENT INDEMNITY:**

Except as otherwise provided, the successful Respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any letters patent of the United States arising out of the performance of this contract.

Further, the Respondent shall fully indemnify and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the Respondent uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposal price shall include all royalties or cost arising from the use of such design, device, or materials.

4. **DEFAULT:**

As a result of proposals received under this RFP, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion,

provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

5. **PRICING:**

Pricing should be provided as indicated on the Proposal Form attached as Exhibit B. Please note that alternate price proposals will not be accepted unless specifically called for on the Scope of Work and/or Proposal Form. Cost of preparation of a response to this RFP is solely that of the Respondent and the City assumes no responsibility for such costs incurred by the Respondent.

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

- a) The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Respondent or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly to any other Respondent or to any competitor;
- c) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
- d) Respondent warrants the prices set forth herein do not exceed the prices charged by the Respondent under a contract with the State of Florida Purchasing Division; and
- e) Respondent agrees that supplies/services furnished under this proposal, if awarded, shall be covered by the most favorable commercial warranties the

Respondent gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the proposal award.

- f) Respondent represents that the article(s) to be furnished under this RFP is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.

6. DISCOUNTS:

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

7. SAMPLES:

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

8. AWARD CRITERIA:

The contract will be recommended to be awarded in accordance to the Evaluation Criteria contained in this RFP.

9. LITERATURE:

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

10. BID PROTESTS:

All Bid Protests shall be submitted in the following manner to the Procurement Manager at jtolbert@ocoe.org:

- a) A Respondent **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
- b) A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the RFP, its addenda, and other proposal documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications), if any. The Respondent shall clarify all questions concerning the design documents of the project prior to submitting its proposal.

- c) The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
- d) The bid protest **shall** be filed with the Purchasing Technician and Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
- e) The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If City denies the protest, City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. **PAYMENT TERMS:**

- a) No payment will be made for materials ordered without proper purchase order authorization or City of Ocoee Visa Purchasing Card. Payment cannot be made until materials, goods, or services have been received and accepted by the City in the quality and quantity ordered. Purchase Order terms are Net 30 days after receipt of approved invoice.
- b) Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available for the work.
- c) The City of Ocoee, Florida has Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and, pursuant to Chapter 212, Florida Statutes, is exempt from federal excise, state, and local sales taxes.

12. **SAFETY REQUIREMENTS:**

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

- a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910-General Industry Standards that are applicable in construction work.
- b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
- c) The Contractor must assure that a certified first aid person is designated, phone numbers of physicians, hospital, and ambulance services are posted (copy to Personnel City, City of Ocoee), and that a first aid kit is available.
- d) All individuals are required to wear hard hats on all construction sites.
- e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
- f) Observe the speed limit on City property.
- g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until

backfilled. In some cases, bracing, shoring and sloping may be required.

- h) Scaffolds shall have guard rails on all open sides and be secured to prevent displacement.
- i) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
- j) All heavy equipment must have, where applicable: (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (e) fire extinguisher, and (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
- k) Personal fall protection must be provided at elevations exceeding ten (10) feet.

13. DRUG-FREE WORKPLACE:

Provide a statement concerning the Proposer's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Include the attached form with your proposal.**

14. CONTRACT:

- a) The successful Respondents, herein also referred to as Contractor, will be required to enter into a contract with the City along the terms and conditions included in the proposed contract for the initial period of one (1) year, and four (4) automatic one-year extensions; and one 2-year optional renewal at the City's discretion. The contract labor rates may be escalated up to 3% upon renewal of the contract each year. All other provisions of the contract shall remain constant for the life of the contract.
- b) The City may, in its sole discretion, award any additional services, whether in the existing areas of the scope of work or in any area additional to those in the existing scope of work, to any third party or the City's own employees. Contractor will be expected to cooperate with any or all other contractors who may be performing services for the City.

15. CERTIFICATION OF NON-SEGREGATED FACILITIES

- a) Respondent certifies that it does not and will not maintain or provide any segregated facilities for the Respondent's employees at any of the Respondent's establishments, and that Respondent does not permit Respondent's employees to perform their services at any location under the Respondent's control where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its Proposal. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms, other storage and dressing areas, parking lots, or drinking facilities provided for employees that are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Respondent agrees that (except where Respondent has obtained identical certification from proposed contractors for specific time periods) Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause, and that Respondent will retain such certifications in Respondent's files.

- b) The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

16. CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:

Proposer declares by submission of a qualification package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the contract for the described services.

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

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

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

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

17. PUBLIC ENTITY CRIME STATEMENT:

- a) All invitations to bid, as defined by Section 287.012(16), Florida Statutes, requests for proposals, as defined by Section 287.012(23), Florida Statutes, and any

contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

- b) All Respondents that submit a Bid or Proposal to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the submitted documents are qualified to do so under Section 287.133, (2)(a), Florida Statutes.

18. PERMITS/LICENSES/FEES:

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

19. STANDARD INSURANCE REQUIREMENTS:

The Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

- a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor

and/or subcontractor providing such insurance.

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

- Include Waiver of Subrogation in favor of the City of Ocoee

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

1) Automobile Bodily Injury Liability & Property Damage Liability

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

2) Comprehensive General Liability (Occurrence Form) - this policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.

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

3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.

4) City Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an City Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the

Named Insured.

- 5) Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 AGGREGATE
- 6) Commercial Umbrella:
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 Aggregate
 - Including Employer's Liability and Contractual Liability
- 7) Builders Risk: (as applicable for construction projects)
 - \$100,000 Any (1) Location
 - \$1,000,000 Any (1) Occurrence
- 8) Certificates of Insurance: Certificate of Insurance Form (see sample below), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
 - i) The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
 - ii) Statement that the Insurer shall mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

SAMPLE

20. **SUMMARY OF LITIGATION:**

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

21. **ACKNOWLEDGMENT OF ADDENDA:**

Respondent acknowledges receipt of the following addenda:

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

22. **LIST OF SUBCONTRACTORS:**

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

(Attach additional sheets if necessary)

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

23. EQUIPMENT LISTING:

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

24. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR CONTRACTS:

The Respondent shall provide at least three (3) separate references of previous contracts with similar scope of work within the past five (5) years, preferably with a governmental agency. Respondent must demonstrate ability to perform services of similar complexity, nature, and size. For each previous contract, the Respondent must provide a description of the scope, its location, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELEPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT, ETC (attach additional sheets if necessary).

Have you any similar work in progress at this time? Yes___ No ___.
Length of time in business_____ years _____ months.

Bank or other financial references:

25. SUBMITTALS:

The City of Ocoee requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents should follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, rather to ensure the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation; any missing information will be evaluated accordingly.

Submissions should be limited to a total of **forty (40) 8.5"x 11" pages** (excluding forms included in this RFP), single-sided, portrait orientation, 12-point font, and submitted through the Mercel platform per the introduction and instructions of the RFP.. The page limit applies to the material contained in sections 1 and 2 of the proposal, as described below. The person signing the proposal on behalf of the Respondent shall have the legal authority to bind the Respondent to the submitted proposal. **Failure to adhere to the stated page limit or provide the required content may subject your proposal to disqualification.**

In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should provide the following content when responding to the RFP:

Section 1 - Company Information

- Provide name, address, contact (office and emergency contact) information for the prime, and all sub-contractors, see also Section 22.
- If more than one (1) office, state the location of the headquarters and the office responsible for this contract.
- Provide copies of the appropriate state license and FDOT pre-qualification for the prime and sub-contractors (if applicable).
- Provide FL Dept of transportation (FDOT) pre-qualification for this type of work.
- Provide the number and the names of key personnel, the office where they are located, and the area of expertise and certification.

Section 2 – Company Experience

- Provide company history, number of years in business, the main focus of the company, etc.
- Provide at least three (3) recent projects completed within the past five (5) years in Florida. For each project, provide client name, client contact information, description of service, project budget, and date completed, see Section 24.
- Describe the type and quantity of service vehicles, specialized tools, etc. as relevant to this contract, see Section 23.
- State and describe any litigation to which the Contractor was a party to and the outcome for the past five (5) years, see Section 20.

Section 3 – Price Proposal

- Provide service rates for scheduled maintenance, service and repair, new installations and parts markups and discounts as listed on the “Price Proposal Form – Exhibit B” provided.

Section 4 – Other Required Content

- Forms listed on Table of Contents as to be submitted with your proposal.
- Bid Security or Verification of (3) years in business, see Section 1.
- Acknowledgement of any Addenda issued, see Section 21.
- Company Information/Signature Sheet
- Conflict of Interest Disclosure Form
- Drug Free Workplace Form

26. EVALUATION CRITERIA:

The criteria for making an award recommendation are:

- a) Response Time (0 – 20 points)**
 - 1) Response time to City’s requests for routine and emergency calls.
- b) Contractor’s resources (0 – 25 points)**
 - 1) Number of certified technicians and area of certification.
 - 2) Number of emergency response vehicles, spare vehicles, specialized equipment, etc.
- c) Price proposal (0 – 25 points)**
 - 1) Lump sum price proposal for scheduled maintenance.
 - 2) Service call rate for emergency service.
 - 3) Contractor mark-up on parts.
- d) Contractors qualifications and experience (0 – 25 points)**
 - 1) Experience with similar service contracts.
 - 2) Overall experience of Contractor in traffic signal maintenance and installation.
 - 3) Active State license and FDOT Prequalification.
 - 4) Contractor’s references.
- e) Certified small or minority business, women’s business enterprise, or labor surplus area firm (0 - 5 points)**

27. SELECTION PROCESS:

A City evaluation committee will review and evaluate each Respondent’s submittal and will short-list and recommend to the City Commission one (1) firm to perform the required services. The City Commission shall be the sole judge of the competency of Respondents.

The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary and/or may require oral presentations or interviews of firms.

All Respondents shall be notified via Merrell Source-To-Contract or other means of

staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. The successful Respondent shall be required to execute an agreement which provides, among other things, that any plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequently executed by both parties.

28. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

April 24, 2022	Request for Proposals advertised
May 17, 2022	Last day for questions
May 24, 2022	Proposal submission deadline
5 days later	Proposals distributed to Evaluation Committee
1-3 weeks later	Evaluation committee meeting held
Next meeting	Top-ranked firms recommended to City Commission

This schedule is subject to change at the discretion of the City.

End of Section

EXHIBIT "A"
SCOPE OF WORK
RFP #22-004 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM
CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

Scope of Work

The City of Ocoee, Florida, in conformance with the policies and procedures of the City of Ocoee (City) is soliciting proposals from qualified and licensed contractors (Contractor) that have experience in providing the necessary services for emergency repair, planned maintenance, new installations of traffic lights, caution lights, School flashers, and roadway safety lighting throughout the City. The term contract will be for one (1) year with five (5) annual automatic renewals, and (1) 2-year optional renewal.

The work should be to the Florida Department of Transportation (FDOT) published specifications for road and bridge construction and other applicable design indexes and construction standards, which are made part of this contract by reference.

The scope of work include, but not limited to the following:

Construction and Maintenance Services: Provide monthly inspection of the following:

1.01 Signal Operation

- Observe operation for the complete cycle.

1.02 Inspect the Traffic Signal Assembly: (look for the following)

- Bulbs and / or LED degradation
- Broken signal heads, visors, lens
- Broken or loose brackets
- Loose disconnect hanger and door

1.03 Electric Service

- Conduit, riser secure
- Meter/can "safe"
- Secure breaker cover

1.04 Poles- Mast Arms

- Rate appearance
- Any visible breakage within the pole
- Mast Arm – Per FDOT, Inspect bases, paint and grout condition, hand hole, wiring, etc.

1.05 Pedestrian Signals

- Signal heads, lens, bulb broken or out
- Pedestrian Sign
- Push-button detector operational

1.06 Cabinet and base

- Secure and weather tight
- Any visible damage to the cabinet or base

1.07 Cabinet Interior

- Detector tuned
- The random check conflict monitor
- Observe flash condition, including police door
- Observe controller and conflict monitor operation
- Check pre-empt if possible
- Check time clock operation
- Clean cabinet interior
- Check the status of the system (online/offline)
- Observe if cameras and cameras system are working

1.08 Solar Power Signals

- Check security of panels
- Review the program of operation
- Observe operation
- Check batteries

Performance of Work: The Contractor shall perform the work under this Agreement in the following manner:

- 2.01** The Contractor certifies that it is a full-time specialized contractor in the State of Florida and is pre-qualified by the Florida Department of Transportation to perform said work and has the capability and expertise to install and maintain traffic signals for the City Of Ocoee.
- 2.02** The Contractor shall provide emergency repair, planned maintenance, and new installations of traffic lights, caution lights, school flashers, and roadway safety lighting as requested and directed by the City Of Ocoee's designated personnel, hereinafter referred to as "City."
- 2.03** The Contractor shall provide qualified employees of the Contractor who shall be available at all times, day and night, for on-site consultation with the City about traffic signal problems. The Contractor shall furnish the name and telephone number of such representatives to the City upon execution of this Agreement.
- 2.04** The Contractor shall at all times maintain emergency response vehicles, which will be utilized to respond to emergency maintenance calls during the term of this Agreement. This emergency vehicle shall have safety strobe lights on the front and center or rear.
- 2.05** The Contractor, in performing any work under this Agreement, shall utilize protective signing, flashers, cones, and flag persons in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and the Florida Department of Transportation Design Standards.
- 2.06** The Contractor shall be responsible for making all arrangements with public or private utility companies to ensure underground and overhead clearances and

construction liaison when needed.

- 2.07** The Contractor shall promptly notify the City of the disablement of any piece of equipment of any system due to accident or other cause, such as damaged cable, broken parts, or other difficulties, when such piece of equipment cannot be readily repaired, making it necessary to discontinue operation of all or part of the installation.
- 2.08** The Contractor shall promptly report to the City any unauthorized construction or repair work by others on the City of Ocoee's equipment being maintained under this Agreement. The Contractor shall also report any construction or repair work in progress that may endanger or damage the equipment of the City system.
- 2.09** The Contractor shall act in the best interest of the City in the selection of material and equipment, which has been authorized for purchase by the City. Also, the contractor shall advise and assist the City regarding the settlement of claims on defective materials and equipment used in traffic signal, school flasher, and highway safety equipment when purchased by the Contractor.

Job Numbers

- 3.01** The Contractor, before commencement on any routine maintenance, shall receive a Purchase Order Number from the City. Upon completion of the work, the Contractor shall notify the City of the scope, nature, and cost of such work performed.
- 3.02** The Contractor, at the end of every month, shall submit to the City for approval for payment, a copy of all invoices. A separate invoice shall be used to identify each job.
- 3.03** The Contractor shall be issued a separate Purchase Order and Job Number before the commencement of any work to be performed for non-routine maintenance, construction, major repairs, and capital purchases. These job Numbers shall be obtained only from the City. If the City orally directs that a repair be made during non-working hours, a formal Job Number shall be issued to the Contractor the next normal day of operation to cover such work as was duly authorized.

Materials and Equipment

- 4.01** The Contractor shall invoice the City the actual cost of all materials furnished by the Contractor which are an integral part to the finished work, to include any markups and discounts per Contractor's price proposal, plus shipping. The City, however, reserves the right to purchase material to be held as inventory by the Contractor and installed as directed by the City.
- 4.02** The City may inspect the Contractor's maintenance shop and storage area on a daily basis to insure the Contractor has adequate inventory or parts and equipment of its own to furnish service under this Agreement. The City may also hold inspections to ascertain that all City supplied equipment has been properly located, maintained, and used.
- 4.03** The Contractor shall be financially responsible for any damage to the City materials or equipment arising out of, or due to, the negligence of the Contractor or his agents and employees.

- 4.04** Any and all parts replaced by the Contractor shall be maintained and available for City inspection for a period of at least sixty (60) days.
- 4.05** The Contractor shall extend to the City the same warranty on all materials and equipment furnished under this Agreement which the manufacturer extends to the Contractor, or purchases, whichever is greater. The Contractor shall guarantee its workmanship under this Agreement for a period of one (1) year.

Compensation

- 5.01** Regular time emergency maintenance shall be for all maintenance and construction on which the Contractor is provided less than five (5) working days notice.
- 5.02** Overtime emergency maintenance shall be maintenance and construction for which the Contractor has been given less than five (5) working days' notice and the work shall be performed after five o'clock PM (5:00 PM) and before seven AM (7:00 AM), and on all weekends and legal holidays. For a day to be considered a holiday under this provision, the Contractor must declare the day a holiday for all of their personnel, and shared with the City upon the start of the Agreement.
- 5.03** Each intersection shall be visited one (1) time per month whereby the Contractor will visually inspect all traffic signal equipment and components; thereby preventative malfunction action will be enacted.
- 5.04** For the Contractor to be compensated at the rates described in paragraphs 5.01, 5.02, or 5.03 above, the Contractor shall provide at least one qualified employee who shall perform the work together with tools and equipment and one service vehicle. The Contractor may charge the City for travel time to the worksite.
- 5.05** In the case of the installation of new equipment, the Contractor, upon the request of the City, shall make an inspection of the new equipment at the time of activation to assure the City that the new equipment is in proper working order.
- 5.06** Contractor shall provide all inspection records and certification in accordance with FDOT requirement for traffic signals on the State Highway System in order for the City to obtain reimbursement from FDOT.

Extra Work

It is understood and agreed under this Agreement that the Contractor shall hold itself ready at all times to perform emergency planned maintenance for the City on traffic lights, caution lights, school flashers, and roadway safety lighting. In addition, the City shall have the Contractor perform the installation and construction of new equipment for the City under this Agreement. This includes major repairs or major changes in any system. The new construction or major repairs shall be performed only after receiving written notice from the City. The City shall reimburse the Contractor for its work at the

rate established in this Agreement for planned maintenance on an hourly basis and shall reimburse the Contractor for costs for materials and equipment in accordance with paragraph 5.a of this Agreement. If the Contractor desires to perform any work or project involving new installations or major repairs, the Contractor shall furnish the City a firm price for all the work necessary to perform such major repair or to complete such new construction.

Time and Charges

If it becomes necessary to install temporary controller due to damage to a traffic signal which changed the timing or sequence, or any other special feature of a traffic signal, the City shall be notified in writing giving the reason for the change, the nature of the change and the approximate date the traffic signal shall be returned to normal service. The City shall also be notified in writing within a reasonable time when the original equipment has been repaired and replaced. The City must authorize any and all timing changes on the City traffic signals. Whenever the City determines a condition that warrants the modification of timing or dial settings on traffic control systems, the City shall advise the Contractor of such changes and the Contractor shall keep timing and dial setting in accordance with the City's instructions at all time. In the event of an emergency, if the City is unavailable, the Contractor shall make such time changes as are necessary.

Contractor's Records

The Contractor shall maintain records in accordance with generally accepted accounting practices to document its costs and expenditures under this Agreement. The Contractor hereby grants the City and its duly authorized representatives' permission to audit the review any and all of the Contractor's records pertaining to the Agreement. The Contractor shall furnish the City all invoices and statements for which it requests reimbursement.

Federal Grant Funded Job Orders

For any Job Order that is federal grant funded, this pre-event contract is subject to the provisions of 2 C.F.R. Part 200 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Proper documentation as required by the Federal Emergency Management Agency (FEMA), or the Federal Highway Administration (FHWA), or other federal agency is required, per the attached federal requirements and corresponding forms.

The work will begin upon written authorization by the City. No guarantee of minimum or maximum amounts per proposal item is made by the City under this Contract. No adjustment to proposed prices will be considered due to increases or decreases in estimated quantities.

In the event that the natural disaster impacts another local government jurisdiction, the terms and conditions of this Agreement may apply to work in the affected jurisdiction, with the concurrence of both parties.

The City, at its sole discretion, may award one or more contracts based on the proposals received and the potential demand for services related to natural disasters.

Buy America

The “Buy America” provisions in 23 U.S.C. 313 and FHWA implementing regulations (23 CFR Part 635.410) apply to all ER funded projects. These requirements prohibit the obligation of funds for a project unless all permanently incorporated steel and iron used in such projects are produced in the United States. This restriction applies to all contracts eligible for assistance under title 23, including the ER program, for a project within the scope of the NEPA review. Under certain circumstances a State may request, and FHWA may grant, a waiver from these requirements if the Secretary finds that the application of Buy America would be inconsistent with the public interest or that the required steel or iron products are not produced in the United States in sufficient quantities of a satisfactory quality. [23 U.S.C. 313(b) and 23 CFR 635.410(c)].

DHS Seal, Logo and Flags

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Media Interaction

The contractor, including all sub-contractors, will not provide any information to the media without the expressed written permission of the City's Public Works Director. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official will be directed to the City's Public Works Director. The Contractor will ensure this guidance is disseminated to all employees and sub-contractors on the project

End of Scope

EXHIBIT "B"
PRICE PROPOSAL FORM (Page 1 of 4)
RFP 22-000 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM
CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

1. The Contractor shall charge the prevailing rental rate to the City on all standard construction equipment. The following specialized traffic light equipment shall be charged to the lesser of the prevailing rental rate for the City or the following designated cost per hour:

Equipment	Price Per hour
Bucket Truck	\$ _____ Dollars _____ Cents Written amount: _____
Lift Truck	\$ _____ Dollars _____ Cents Written amount: _____
Auger/Crane Truck	\$ _____ Dollars _____ Cents Written amount: _____
Service Vehicle	\$ _____ Dollars _____ Cents Written amount: _____

2. Lump sum amount for monthly maintenance for all items listed on EXHIBIT C:

Dollar and Cents
\$ _____ Dollars _____ Cents Written amount: _____

(continued next page)

EXHIBIT "B"
PRICE PROPOSAL FORM (Page 2 of 4)
RFP 22-000 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM
CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

3. Lump sum amount for annual maintenance for all items listed on EXHIBIT C: (Bid Item number 2 amount multiplied by twelve (12) months).

Dollar and Cents
\$ _____ Dollars _____ Cents
Written amount: _____

4. Man-hour rate to be charged for service during business hours (Monday-Friday, 7:00 AM to 5:00 PM):

Dollar and Cents
\$ _____ Dollars _____ Cents
Written amount: _____

5. Man-hour rate to be charged for service during non-business hours & holidays: (After 5:00 PM and before 7:00 AM, including weekends and holidays):

Dollar and Cents
\$ _____ Dollars _____ Cents
Written amount: _____

(continued next page)

EXHIBIT "B"
PRICE PROPOSAL FORM (Page 3 of 4)
RFP 22-000 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM
CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

6. Man-hour rate per hour for regular time emergency maintenance (Monday-Friday, 7:00 AM to 5:00 PM):

Dollar and Cents
\$ _____ Dollars _____ Cents
Written amount: _____

7. Man-hour rate per hour for overtime emergency maintenance (After 5:00 PM and before 7:00 AM, including weekends and holidays):

Dollar and Cents
\$ _____ Dollars _____ Cents
Written amount: _____

8. Man-hour rate per hour for new equipment installation:

Dollar and Cents
\$ _____ Dollars _____ Cents
Written amount: _____

(continued next page)

EXHIBIT "B"
PRICE PROPOSAL FORM (Page 4 of 4)
RFP 22-000 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM
CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

9. Mark-up or discount offered for parts: _____% Mark-up or _____%Discount

10. a) Response Time for Service during business hours: _____minutes/hours

b) Response Time for Service during non-business hours: _____minutes/hours

11. Contractor offers 24-hour live dispatch: _____Yes _____No

The City reserves the right to delete any portion of the bid items above in order to meet budget constraints.

Company Name

Contractor's License Number

Authorized Officer (print)

Authorized Signature

Date

EXHIBIT "C"
List of the Current Traffic Signal Locations
RFP #22-004 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM
CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

1. COLONIAL DRIVE (SR 50) @ MAGUIRE ROAD (CR 439)
2. COLONIAL DRIVE (SR 50) @ BLUFORD AVENUE
3. COLONIAL DRIVE (SR 50) @ BLACKWOOD AVENUE
4. COLONIAL DRIVE (SR 50) @ CLARKE ROAD/SR 408 RAMP
5. COLONIAL DRIVE (SR 50) @ WEST OAKS MALL ENTRANCE
6. FRANKLIN STREET (SR 438) @ SB SR 429 RAMP
7. FRANKLIN STREET (SR 438) @ NB SR 429 RAMP
8. FRANKLIN ST (SR 438) @ OCOEE-APOPKA RD (S-R 437 /438) H.M. BOWNESS RD
9. SILVER STAR ROAD (SR 438) @ OCOEE-APOPKA ROAD (CR 437/SR 437)
10. SILVER STAR ROAD (SR 438) @ BLUFORD AVENUE
11. SILVER STAR ROAD (SR 438) @ CLARKE ROAD
12. OLD WINTER GARDEN ROAD @ PROFESSIONAL CENTER BLVD (EMERGENCY SIGNAL)
13. OLD WINTER GARDEN ROAD @ HEMPEL AVENUE
14. OLD WINTER GARDEN ROAD @ S. BLUFORD AVENUE
15. OLD WINTERGARDEN ROAD @ BLACKWOOD AVENUE
16. CLARKE ROAD @ WEST OAKS MALL DRIVEWAY – SOUTH
17. CLARKE ROAD @ WEST OAKS MALL DRIVEWAY- NORTH
18. CLARKE ROAD @ WHITE ROAD
19. BLUFORD AVENUE @ ORLANDO AVENUE (FS1 PREEMPTION)
20. BLUFORD AVENUE @ GENEVA STREET
21. BLUFORD AVENUE @ McKEY STREET
22. MAGUIRE ROAD @ GENEVA STREET/STORY ROAD
23. MAGUIRE ROAD @ WESMERE PARKWAY/WESMERE VILLAGE BLVD
24. MAGUIRE ROAD @ MOORE ROAD/ROBERSON ROAD
25. MAGUIRE RD @ PLANTATION GROVE SHOPPING CTR DRIVEWAY (FS3 EMERGENCY SIGNAL)
26. MAGUIRE ROAD @ TOMYN BLVD
27. MAGUIRE ROAD @ OLDWINTERGARDEN ROAD
28. A.D. MIMS ROAD @ CLARKE ROAD (RR PREEMPTION)
29. SILVER STAR ROAD (SR 438) @ OCOEE HILLS ROAD
30. FULLERSCROSS ROAD @ OCOEE APOPKA ROAD

Exhibit "D"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: _____

Signature _____

By: _____
(Print or Type Name)

Title: _____

Date: _____

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

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

1. This sworn statement is submitted to City of Ocoee, Florida by _____
(Entity)
by _____
(Print individual's Name & Title)

whose business address is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies)

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

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

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

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

(Signature)

Date: _____

Name of Bidder (Contractor)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who, after first being sworn by me,

(Name of Individual Signing)

affixed his/her signature in the place provided above on this _____ day of

_____, 20__.

Notary Public _____

My Commission Expires: _____

EXHIBIT "F"
CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

Note:

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

Date _____, 20____.

By: _____

(Title)

Official Address (including Zip Code):

EXHIBIT “G”
Certification Regarding Scrutinized Companies’ Lists

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

EXHIBIT "H"

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I _____ have/_____ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I _____ have/_____ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date _____, 20____. By: _____
(Signature of Authorized Official)

(Name of Prospective Construction Contractor or Subcontractor)

(Address of Prospective Construction Contractor or Subcontractor)

(Telephone Number)

(Employer Identification Number)

EXHIBIT "I"

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn deposes and says:

1. He (it) is the _____
(Owner, Partner, Office, Representative or Agent)
of _____, the Bidder that has submitted
the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances
respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in
interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly,
with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which
the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any
manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder,
firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit,
or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the
proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy,
connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners,
employees or parties in interest, including this affidavit.

By: _____

Title: _____

Sworn and subscribed to before me this _____ day of _____, 2008, in the State of _____
_____, City of _____.

_____, Notary Public

My Commission Expires: _____

EXHIBIT "J"

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT "K"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Exhibit "L"
RFP #22-004 COMPANY INFORMATION & SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/ FEE RATES PROPOSAL FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE RESPONDENT FURTHER AGREES TO COMPLY WITH ALL FEDERAL REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

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

NAME/TITLE (PLEASE PRINT)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID # _____

____ Individual; ____ Corporation; ____ Partnership; ____ Other (Specify) _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____ or

Produced Identification _____

(Type of Identification)

Notary Public - State of _____ County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "M"

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other

storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or

mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(ii) The classification is utilized in the area by the construction industry; and
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an

authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or

the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not

individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training

plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in

the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this

transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification

required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in

covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- -Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

(Remainder of this page left blank intentionally)

EXHIBIT "N"

Appendix II to Part 200 - Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Exhibit "O"

"General Decision Number: FL20220180 02/25/2022

Superseded General Decision Number: FL20210180

State: Florida

Construction Type: Highway

County: Orange County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ELEC0915-004 12/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 31.69	41%+\$0.35

* SUFL2013-041 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.73	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.95 **	0.31
FENCE ERECTOR.....	\$ 10.23 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.45	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.28	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.61 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05 **	0.00
LABORER: Common or General.....	\$ 10.95 **	0.00
LABORER: Flagger.....	\$ 13.09 **	0.00
LABORER: Grade Checker.....	\$ 15.25	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58 **	0.00
LABORER: Pipelayer.....	\$ 14.12 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.33	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00

OPERATOR: Broom/Sweeper.....	\$ 12.91 **	0.00
OPERATOR: Bulldozer.....	\$ 15.22	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 23.11	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04 **	0.00
OPERATOR: Forklift.....	\$ 10.43 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.64 **	0.00
OPERATOR: Mechanic.....	\$ 18.05	0.00
OPERATOR: Milling Machine.....	\$ 14.79 **	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.91 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.50 **	0.00
OPERATOR: Scraper.....	\$ 12.21 **	0.00
OPERATOR: Screed.....	\$ 14.24 **	0.00
OPERATOR: Trencher.....	\$ 14.25 **	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 17.23	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.82 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.89	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.29 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION"

EXHIBIT "P1"
PERFORMANCE BOND

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

WHEREAS, Principal has by written agreement dated _____, entered into a contract, (hereinafter referred to as the "Contract") with Obligee for the construction of _____ (hereinafter referred to as the "Project") in accordance with the plans and specifications prepared by _____, dated _____; and

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

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

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate

proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

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

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

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

Signed, sealed and delivered
in the presence of:

_____Principal

By:_____ (SEAL)

_____ (Official Title)

_____Surety

By:_____ (SEAL)

_____ (Official Title)

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

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

END OF SECTION

EXHIBIT "P2"
Statutory Payment Bond
Pursuant to Florida Statutes, 255.05, et seq.

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

WHEREAS, the Principal has entered into a written Contract with the Obligee dated _____
_____, 20__ to perform, as Contractor, in accordance with the Contract and Contract
Documents, which Contract and Contract Documents are hereby incorporated herein by reference.

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

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

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

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

_____(Seal)
(Principal)

By _____
(Name & Title)

(Signature)

Witness or Secretary's Attestation

_____(Seal)
(Surety)

By _____
(Name & Title*)

(Signature)

Witness or Secretary's Attestation

*Attach Power-Of-Attorney

END OF SECTION

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Larry Brinson, Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

May 17, 2022

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFP #22-004
TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM
CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED
PROJECTS

This addendum shall modify and become a part of the original RFP documents for Traffic Signal Management and Maintenance Term Contract, including Pre-Event Federal Grant Funded Projects. This addendum consists of one (1) page. Respondents shall acknowledge receipt of this addendum in the space provided on Page 20 of the RFP. Failure to do so may subject the Respondent to disqualification.

Answers to questions received and/or amendments to the RFP documents are as follows:

1. The contact person for this RFP has been changed from the original newspaper advertisement. All inquiries should be emailed to Joyce Tolbert, CPPB, Procurement Manager at jtoltbert@ocoee.org.
2. Respondents to this RFP must be registered on SAM.gov before award due to the pre-event federal grand funded projects.
3. Exhibit A: Scope of Work, first paragraph, is hereby revised to: The term of this contract is for an initial one (1) year, with (4) four annual automatic renewals; and (1) 2-year optional renewal at the City's discretion.

Joyce Tolbert
Joyce Tolbert, CPPB
Procurement Manager
cc: Evaluation Committee

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Larry Brinson, Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

May 23, 2022

ADDENDUM NO. TWO (2)
CITY OF OCOEE
RFP #22-004
TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM
CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED
PROJECTS

This addendum shall modify and become a part of the original RFP documents for Traffic Signal Management and Maintenance Term Contract, including Pre-Event Federal Grant Funded Projects. This addendum consists of one (1) page. Respondents shall acknowledge receipt of this addendum in the space provided on Page 20 of the RFP. Failure to do so may subject the Respondent to disqualification.

Answers to questions received and/or amendments to the RFP documents are as follows:

- Q1. Can you please clarify the total length of the contract? Page 14 states that there are “four (4) automatic one-year extensions”, but page 25 states “five (5) annual automatic renewals”
- A1. See Addendum No. 1.
- Q2. Section 14 (page 14) states that “labor rates may be escalated up to 3% upon renewal of the contract each year”. Will the City allow a similar escalation of monthly maintenance rates as well, considering this scope is primarily labor-driven?
- A2. No.
- Q3. As this contract appears to be primarily focused on maintenance, can Section 19(4): City Protective Liability Insurance be stricken from contractual requirements?
- A3. Insurance is not required to submit a proposal. After review of the successful contract, the City’s Risk Manager will make this determination of whether any coverage(s) may be waived.

Joyce Tolbert
Joyce Tolbert, CPPB
Procurement Manager
cc: Evaluation Committee

EXHIBIT "2"

CONTRACTOR'S PROPOSAL TO RFP #22-004

INCLUDING SIGNED FEDERAL FORMS

(To be added at time of execution)



Traffic Engineering and Management, LLC
dba / Control Specialists

Construction, Service and Maintenance

CITY OF OCOEE

REQUEST FOR PROPOSALS

RFP #22-004

**TRAFFIC SIGNAL MANAGEMENT AND
MAINTENANCE TERM CONTRACT,
INCLUDING PRE-EVENT FEDERAL GRANT
FUNDED PROJECTS**

**DUE TUESDAY, MAY 24, 2022 AT 2:00PM
VIA MERCER SOURCE-TO-CONTRACT**



Traffic Engineering and Management, LLC
dba / Control Specialists

Construction, Service and Maintenance

May 24, 2022

City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761

Re: Request for Proposals RFP #22-004
Traffic Signal Management and Maintenance Term Contract,
Including Pre-Event Federal Grant Funded Projects

Greetings,

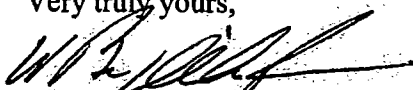
Traffic Engineering and Management, LLC d/b/a Control Specialists is pleased to present this proposal to the City of Ocoee to provide traffic signal management and maintenance services as well as special funded related projects.

Our company has a wonderful history of providing this service to local government and agencies for many years. Although Control Specialists was founded in 1965, it began providing traffic signal maintenance and operations services to the City of Maitland in 1973. We are proud to share that we have continued to service Maitland, without interruption, for 49 continuous years. In 2012, we divided the company into two separate organizations with one to focus on field services, maintenance and installations which is Traffic Engineering and Management, LLC. The other company, Belden and Associates, LLC, sells various products in the traffic engineering industry. Some of their products are included on the Florida Department of Transportation's Approved Products List (APL).

It has been our honor to have served the City of Ocoee as your traffic signal maintenance provider for the past thirteen years. We hope to have this same privilege with this contract as well. We are the only specialized FDOT pre-qualified contractor who provides preventative monthly reviews and reports, emergency response with two (2) hours, special installation repairs and new installations.

Thank you for the opportunity to have served you and we look forward to continuing to serve in the future.

Very truly yours,



W. Bruce O'Donoghue, CEO



Traffic Engineering and Management, LLC
dba / Control Specialists

Construction, Service and Maintenance

CITY OF OCOEE

RFP 22-004

SECTION 1



Traffic Engineering and Management, LLC **dba / Control Specialists**

Construction, Service and Maintenance

COMPANY INFORMATION

Company Name: Traffic Engineering and Management, LLC
Address: 707 Nicolet Ave, Suite 100
City, State, Zip: Winter Park, FL 32789
Office Phone: 407-628-1965

Key Personnel:

Allen LaShier
Director of Maintenance
Cell: (321) 431-7098
Email: alashier@controlspecialists.com

Zach Moody
Senior Signal Technician
Cell: (407) 416-6941
Email: zach@controlspecialists.com

Dave Elliott
Construction Manager
Cell: (407) 448-1708
Email: dave@controlspecialists.com

An after hours on-call maintenance technician is available to be reached through our main office phone system. Call **(407) 628-1965, select Option 9** and leave a call back number. The tech will return the phone call and respond accordingly.

Attached for reference:

- FDOT Contractor Prequalification
- FDOT BDI Small Business Registration

Traffic Engineering and Management, LLC

Personnel Certification Matrix

	<u>TS Level 1</u>	<u>TS Lv 2 Field</u>	<u>TS Lv 3 Field</u>	<u>TS Inspector</u>	<u>OSHA</u>	<u>TTC - Int</u>	<u>TTC - Adv</u>
Allen LaShier		Exp 12/6/24		Exp 12/6/24	Iss 3/13/15		Exp 10/26/24
Dave Elliott				Exp 3/25/24			Exp 6/28/25
David Winnett (Rowdy)		Exp 2/19/23					Exp 6/30/24
Doug Mills		Iss 7/6/86					
Garrett Malcolm	Exp 7/6/24	Exp 10/26/24				Exp 12/11/23	
Jeremy Sills	Exp 4/8/23	Exp 11/21/23				Exp 2/6/23	
Johmar E. Thomas	Exp 8/31/24					Exp 3/16/25	
Juan Garcia					Iss 4/9/18		
Juan Tellez		Exp 2/19/23		Exp 2/19/23			Exp 10/26/24
Kevin Copenhaver	Exp 1/9/18	Exp 12/11/23		Exp 3/25/24	Iss 4/20/18	Exp 12/11/23	Exp 6/30/24
Mike Sturgeon	Exp 4/8/23	Exp 7/17/23				Exp 2/6/23	
Robert Dean	Exp 2/6/23					Exp 2/6/23	
Sergio Sagastume						Exp 2/6/23	
Thomas Goldie		Exp 9/7/24	Exp 6/25/24	Exp 9/7/24	Iss 10/30/15		Exp 1/28/26
Zach Moody	Exp 3/25/22	Exp 1/16/23		Exp 7/17/23		Exp 1/6/25	

5/23/2022



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

June 10, 2021

TRAFFIC ENGINEERING AND MANAGEMENT, LLC
707 NICOLET AVENUE
WINTER PARK, FLORIDA 32789

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/](https://fdotwpl.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, TRAFFIC SIGNAL

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cg



Florida Department of Transportation
Construction, Maintenance, and other Contractual Services Firms
Small Businesses
by Activity or Specialty Area

Note: Please refer to the following link for professional services small businesses: <https://www.fdot.gov/procurement/InternetReports.shtm#qual>

Activities or Specialty Areas					
Vendor	Comment	Mailing Address	Contact Person	Telephone Number	Also DBE ? (Y/N)
TRAFFIC ENGINEERING AND MANAGEM		707 Nicolet Ave. Suite 100A Winter Park FL 32789	Bruce O'Donoghue	407-628-1965	N

Note: This Small Business Listing provides a list of firms that have self-certified that they meet the definition of a small business in accordance with section 337.027, F.S. and have completed the Small Business Affidavit, Form No. 275-000-01. The Small Business listing is provided for informational purposes, and is not intended to constitute an all-inclusive list of small businesses. The Department takes no responsibility for the information self-certified by firms in the Small Business Affidavit Form. Small business firms included on this list are required to annually submit a new Small Business Affidavit to remain active on the Small Business List.

Listing on this report does not constitute Contractor Prequalification with FDOT. Contractors who wish to become qualified with FDOT in construction work classes should go to http://www.fdot.gov/contracts/PreQual_Info/prequalified.shtm. To verify Contractor Prequalification, please visit <https://fdotwp1.dot.state.fl.us/contractorprequalification/public/PrequalifiedVendorSearch.aspx>.

Counties of Interest
ALACHUA, BRADFORD, BREVARD, CITRUS, CLAY, DUVAL, FLAGLER, HERNANDO, HILLSBOROUGH, INDIAN RIVER, LAKE, MANATEE, MARION, MARTIN, OKEECHOBEE, ORANGE, OSCEOLA, PASCO, PINELLAS, POLK, PUTNAM, SEMINOLE, ST. JOHNS, ST. LUCIE, SUMTER, VOLUSIA
Report Run on 5/17/2022



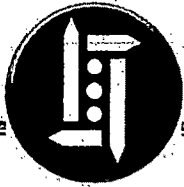
Traffic Engineering and Management, LLC
dba / Control Specialists

Construction, Service and Maintenance

CITY OF OCOEE

RFP 22-004

SECTION 2



Traffic Engineering and Management, LLC **dba / Control Specialists**

Construction, Service and Maintenance

SERVICES AND HISTORY

Traffic Engineering and Management is uniquely qualified for this contract because of its capability to offer our clients technical services, products, installation and maintenance in one single source solution. This allows our clients the opportunity to retain one point of contact for emergency response, problem solving and overall accountability.

Traffic Engineering and Management has been servicing municipal governments and private clients in the area of traffic engineering, signs and signalization since 1972 beginning with the City of Maitland, Florida. Currently Traffic Engineering and Management manages over 300 signalized intersections in Florida. Every client receives immediate response for emergency calls, 24 hours per day, 365 days per year. A planned maintenance is coordinated with the client's contract manager and a monthly on-site preventative maintenance program keeps emergencies to a minimum.

Traffic Engineering and Management's client list for traffic signal maintenance services currently includes: The Cities of Belle Isle, Bushnell, Inglis, Maitland, Ocoee, Sumter County, and Winter Garden. We also maintain Central Florida Expressway Authority and Reedy Creek Improvement District. Private Florida clients include: Champions Gate, Lockheed Martin, Sumter Landing and The Villages.

Traffic Engineering and Management is pre-qualified by the Department of Transportation in the categories of traffic signalization, roadway signage, computerized signal systems, highway lighting and intelligent transportation systems (ITS). We are also an FDOT Business Development Initiative (BDI) registered small business.

Traffic Engineering and Management is an award winning company:

Florida DOT: I Made A Difference Award

2006 Inter-Traffic Innovation Award in Amsterdam: finalist.

Traffic Engineering and Management will provide practical solutions and project completion on time and within an agreed budget. Our knowledge and experience will protect and assure you of maximum results. We look forward to serving you.

20. SUMMARY OF LITIGATION:

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

21. ACKNOWLEDGMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>5/17/2022</u>
No. <u>2</u>	Dated <u>5/23/2022</u>
No. _____	Dated _____

22. LIST OF SUBCONTRACTORS:

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

Not Applicable

(Attach additional sheets if necessary)

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



Traffic Engineering and Management, LLC **dba / Control Specialists**

Construction, Service and Maintenance

Paragraph 20 SUMMARY OF LITIGATION

There is only one case or claim against the company in the past five (5) years which is still under consideration.

- Luz Rivera v. City of Edgewood and Traffic Engineering and Management, LLC.

On October 20, 2017, Ms. Rivera stepped onto a pull box located within the sidewalk. The top lid of the pull box broke as Ms. Rivera stepped on the pull box lid and she fell down and was hurt. Traffic Engineering and Management, LLC (TEAM, LLC) received a call from the City of Edgewood asking for our company to repair the damaged pull box lid which we did the very next day. Ms. Rivera filed a claim against the City of Edgewood, who then included TEAM, LLC into the claim because TEAM, LLC was the contractor for traffic signal maintenance and operations for the City of Edgewood.

The pull box in question was used in the cable run associated with the traffic signal operation. TEAM, LLC has taken the position that the pull box in question was installed as part of a project through the Florida Department of Transportation (FDOT) many years ago. All the items including the pull box in question were approved by the FDOT and the installation was accepted by the FDOT. The City of Edgewood has a traffic signal maintenance agreement with the FDOT for the location in question. Because the pull box in question was poured into the sidewalk there is no way for TEAM, LLC to predict if or when the lid of the pull box in question would break when someone steps on top of it. Our position and that of our insurance company, CNA, is that TEAM, LLC should not be held accountable for this accident.

23. EQUIPMENT LISTING:

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

2017 Kia Soul	ATSI PCMT-8000 Conflict Monitor Tester
2018 Chevrolet Silverado 1500	Controller Assembly and Testing Lab
2022 Ford F-550 Bucket Truck	
2017 Dodge 4500 Bucket Truck	
2006 Ford F-550 Rack Truck	
2021 Freightliner Boom/Crane Truck	
2015 Caterpillar 301.7DCR Mini Excavator	

24. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR CONTRACTS:

The Respondent shall provide at least three (3) separate references of previous contracts with similar scope of work within the past five (5) years, preferably with a governmental agency. Respondent must demonstrate ability to perform services of similar complexity, nature, and size. For each previous contract, the Respondent must provide a description of the scope, its location, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELEPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT, ETC (attach additional sheets if necessary).

See Attached

Have you any similar work in progress at this time? Yes x No ____.
Length of time in business 9 years 11 months.

Bank or other financial references:

Commerce Bank & Trust, 1202 S Orlando Ave, Winter Park, FL 32789 (407) 622-8181, Bank Manager - Pat Sideman
Dun and Bradstreet - DUNS # 01-515-1700

PROJECT REFERENCES

Reference #1

Company / Agency: Central Florida Expressway Authority
Address: 4974 Tower Rd, Orlando, FL 32807
Contact: Don Budnovich
Phone: 407-690-5335 Fax: _____
E-mail: Donald.Budnovich@cfxway.com
Project: CFX Traffic Signal Maintenance
Contract \$: 279,056.43 (1/21 - 12/21) Date Completed: On-Going

Reference #2

Company / Agency: Sumter County
Address: 319 Anderson Ave, Bushnell, FL 33513
Contact: Jackey Jackson
Phone: 352-569-6700 Fax: _____
E-mail: Jackey.Jackson@SumterCountyFL.gov
Project: Sumter County Traffic Signal Maintenance
Contract \$: 254,446.86 (1/21 - 12/21) Date Completed: On-Going

Reference #3

Company / Agency: Reedy Creek Improvement District
Address: 1900 Hotel Plaza Blvd, Lake Buena Vista, FL 32830-0170
Contact: Kathryn P. Kolbo, PE
Phone: 407-828-5220 Fax: _____
E-mail: kkolbo@rcid.org
Project: RCID Traffic Signal Maintenance
Contract \$: 247,576.17 (1/21 - 12/21) Date Completed: On-Going

Reference #4

Company / Agency: City of Winter Garden
Address: 300 W Plant St, Winter Garden, FL 34787
Contact: Jon Williams
Phone: 407-656-4111 x2263 Fax: _____
E-mail: jwilliams@cwgd.com
Project: Winter Garden Traffic Signal Maintenance
Contract \$: 191,212.77 (1/21 - 12/21) Date Completed: On-Going

Reference #5

Company / Agency: Florida Dept of Transportation, District 5
Address: 719 S Woodland Blvd, DeLand, FL 32720
Contact: Carlton Daley
Phone: 321-319-8129 Fax: _____
E-mail: carlton.daley@dot.state.fl.us
Project: Traffic Signal at Curry Ford Rd and Conway Rd, FDOT Contract E50A0
Contract \$: 1,242,436.58 Date Completed: Mar. 2021

Reference #6

Company / Agency:	<u>JR Davis Construction Co, Inc for FDOT (Brevard County)</u>		
Address:	<u>4356 Fortune Pl, Suite B, Melbourne, FL 32904</u>		
Contact:	<u>Marc Goodman</u>		
Phone:	<u>407-870-0066</u>	Fax:	<u></u>
E-mail:	<u>marc.goodman@jr-davis.com</u>		
Project:	<u>T5591 - I-95 at Viera Blvd Interchange</u>		
Contract \$:	<u>1,353,396.63</u>	Date Completed:	<u>July 2019</u>



Traffic Engineering and Management, LLC
dba / Control Specialists

Construction, Service and Maintenance

CITY OF OCOEE

RFP 22-004

SECTION 3

EXHIBIT "B"
PRICE PROPOSAL FORM (Page 1 of 4)
RFP 22-000 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM
CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

1. The Contractor shall charge the prevailing rental rate to the City on all standard construction equipment. The following specialized traffic light equipment shall be charged to the lesser of the prevailing rental rate for the City or the following designated cost per hour:

Equipment	Price Per hour
Bucket Truck	\$ <u>165</u> Dollars <u>00</u> Cents Written amount: <u>One Hundred Sixty-Five Dollars and Zero Cents</u>
Lift Truck	\$ <u>165</u> Dollars <u>00</u> Cents Written amount: <u>One Hundred Sixty-Five Dollars and Zero Cents</u>
Auger/Crane Truck	\$ <u>190</u> Dollars <u>00</u> Cents Written amount: <u>One Hundred Ninety Dollars and Zero Cents (4 Hour Minimum)</u>
Service Vehicle	\$ <u>77</u> Dollars <u>00</u> Cents Written amount: <u>Seventy-Seven Dollars and Zero Cents</u>

2. Lump sum amount for monthly maintenance for all items listed on EXHIBIT C:

Dollar and Cents
\$ <u>3,450</u> Dollars <u>00</u> Cents Written amount: <u>Three Thousand Four Hundred Fifty Dollars and Zero Cents</u>

(continued next page)

EXHIBIT "B"
PRICE PROPOSAL FORM (Page 2 of 4)
RFP 22-000 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM
CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

3. Lump sum amount for annual maintenance for all items listed on EXHIBIT C: (Bid Item number 2 amount multiplied by twelve (12) months).

Dollar and Cents
\$ 41,400 Dollars 00 Cents
Written amount: <u>Fourty -One Thousand Four Hundred Dollars and Zero Cents</u>

4. Man-hour rate to be charged for service during business hours (Monday-Friday, 7:00 AM to 5:00 PM):

Dollar and Cents
\$ 115 Dollars 00 Cents
Written amount: <u>One Hundred Fifteen Dollars and Zero Cents</u>

5. Man-hour rate to be charged for service during non-business hours & holidays: (After 5:00 PM and before 7:00 AM, including weekends and holidays):

Dollar and Cents
\$ 135 Dollars 00 Cents
Written amount: <u>One Hundred Thirty-Five Dollars and Zero Cents</u>

(continued next page)

EXHIBIT "B"
PRICE PROPOSAL FORM (Page 3 of 4)
RFP 22-000 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM
CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

6. Man-hour rate per hour for regular time emergency maintenance (Monday-Friday, 7:00 AM to 5:00 PM):

Dollar and Cents
\$ <u>135</u> Dollars <u>00</u> Cents
Written amount: <u>One Hundred Thirty-Five Dollars and Zero Cents</u>

7. Man-hour rate per hour for overtime emergency maintenance (After 5:00 PM and before 7:00 AM, including weekends and holidays):

Dollar and Cents
\$ <u>135</u> Dollars <u>00</u> Cents
Written amount: <u>One Hundred Thirty-Five Dollars and Zero Cents</u>

8. Man-hour rate per hour for new equipment installation:

Dollar and Cents
\$ <u>135</u> Dollars <u>00</u> Cents
Written amount: <u>One Hundred Thirty-Five Dollars and Zero Cents</u>

(continued next page)

EXHIBIT "B"
PRICE PROPOSAL FORM (Page 4 of 4)
RFP 22-000 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM
CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

9. Mark-up or discount offered for parts: 20 % Mark-up or _____ %Discount

10. a) Response Time for Service during business hours: 2hr 0min minutes/hours

b) Response Time for Service during non-business hours: 2hr. 0min minutes/hours

11. Contractor offers 24-hour live dispatch: X Yes _____ No

The City reserves the right to delete any portion of the bid items above in order to meet budget constraints.

Traffic Engineering and Management, LLC
Company Name

N/A
Contractor's License Number

W. Bruce O'Donoghue
Authorized Officer (print)

[Signature]
Authorized Signature

05/23/22
Date

EXHIBIT "C"

List of the Current Traffic Signal Locations

RFP #22-004 TRAFFIC SIGNAL MANAGEMENT AND MAINTENANCE TERM CONTRACT, INCLUDING PRE-EVENT FEDERAL GRANT FUNDED PROJECTS

1. COLONIAL DRIVE (SR 50) @ MAGUIRE ROAD (CR 439)
2. COLONIAL DRIVE (SR 50) @ BLUFORD AVENUE
3. COLONIAL DRIVE (SR 50) @ BLACKWOOD AVENUE
4. COLONIAL DRIVE (SR 50) @ CLARKE ROAD/SR 408 RAMP
5. COLONIAL DRIVE (SR 50) @ WEST OAKS MALL ENTRANCE
6. FRANKLIN STREET (SR 438) @ SB SR 429 RAMP
7. FRANKLIN STREET (SR 438) @ NB SR 429 RAMP
8. FRANKLIN ST (SR 438) @ OCOEE-APOPKA RD (S-R 437 /438) H.M. BOWNESS RD
9. SILVER STAR ROAD (SR 438) @ OCOEE-APOPKA ROAD (CR 437/SR 437)
10. SILVER STAR ROAD (SR 438) @ BLUFORD AVENUE
11. SILVER STAR ROAD (SR 438) @ CLARKE ROAD
12. OLD WINTER GARDEN ROAD @ PROFESSIONAL CENTER BLVD (EMERGENCY SIGNAL)
13. OLD WINTER GARDEN ROAD @ HEMPEL AVENUE
14. OLD WINTER GARDEN ROAD @ S. BLUFORD AVENUE
15. OLD WINTERGARDEN ROAD @ BLACKWOOD AVENUE
16. CLARKE ROAD @ WEST OAKS MALL DRIVEWAY – SOUTH
17. CLARKE ROAD @ WEST OAKS MALL DRIVEWAY- NORTH
18. CLARKE ROAD @ WHITE ROAD
19. BLUFORD AVENUE @ ORLANDO AVENUE (FS1 PREEMPTION)
20. BLUFORD AVENUE @ GENEVA STREET
21. BLUFORD AVENUE @ McKEY STREET
22. MAGUIRE ROAD @ GENEVA STREET/STORY ROAD
23. MAGUIRE ROAD @ WESMERE PARKWAY/WESMERE VILLAGE BLVD
24. MAGUIRE ROAD @ MOORE ROAD/ROBERSON ROAD
25. MAGUIRE RD @ PLANTATION GROVE SHOPPING CTR DRIVEWAY (FS3 EMERGENCY SIGNAL)
26. MAGUIRE ROAD @ TOMYN BLVD
27. MAGUIRE ROAD @ OLDWINTERGARDEN ROAD
28. A.D. MIMS ROAD @ CLARKE ROAD (RR PREEMPTION)
29. SILVER STAR ROAD (SR 438) @ OCOEE HILLS ROAD
30. FULLERSCROSS ROAD @ OCOEE APOPKA ROAD



Traffic Engineering and Management, LLC
dba / Control Specialists

Construction, Service and Maintenance

CITY OF OCOEE

RFP 22-004

SECTION 4



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
TRAFFIC ENGINEERING AND MANAGEMENT, LLC

Filing Information

Document Number L12000073345
FE/EIN Number 45-5448578
Date Filed 06/01/2012
Effective Date 06/01/2012
State FL
Status ACTIVE

Principal Address

707 NICOLET AVENUE
WINTER PARK, FL 32789

Mailing Address

707 NICOLET AVENUE
WINTER PARK, FL 32789

Registered Agent Name & Address

O'DONOGHUE, WILLIAM B
707 Nicolet Avenue
WINTER PARK, FL 32789

Name Changed: 04/19/2017

Address Changed: 04/19/2017

Authorized Person(s) Detail

Name & Address

Title President, Member Manager, CEO

O'DONOGHUE, WILLIAM BRUCE
707 NICOLET AVENUE
WINTER PARK, FL 32789

Title Secretary

O'Donoghue, Leigh

707 NICOLET AVENUE
WINTER PARK, FL 32789

Title Asst. Secretary

Zirpoli, Tony
707 NICOLET AVENUE
WINTER PARK, FL 32789

Annual Reports

Report Year	Filed Date
2020	04/30/2020
2021	03/15/2021
2022	04/21/2022

Document Images

04/21/2022 -- ANNUAL REPORT	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
04/30/2020 -- ANNUAL REPORT	View image in PDF format
04/28/2019 -- ANNUAL REPORT	View image in PDF format
08/30/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
03/10/2018 -- ANNUAL REPORT	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
04/09/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
03/31/2014 -- ANNUAL REPORT	View image in PDF format
04/18/2013 -- ANNUAL REPORT	View image in PDF format
06/01/2012 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L12000073345

Entity Name: TRAFFIC ENGINEERING AND MANAGEMENT, LLC

Current Principal Place of Business:

707 NICOLET AVENUE
WINTER PARK, FL 32789

Current Mailing Address:

707 NICOLET AVENUE
WINTER PARK, FL 32789

FEI Number: 45-5448578

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

O'DONOGHUE, WILLIAM B
707 NICOLET AVENUE
WINTER PARK, FL 32789 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WILLIAM B. O'DONOGHUE

04/21/2022

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title PRESIDENT, MEMBER MANAGER,
CEO

Name O'DONOGHUE, WILLIAM BRUCE

Address 707 NICOLET AVENUE

City-State-Zip: WINTER PARK FL 32789

Title SECRETARY

Name O'DONOGHUE, LEIGH

Address 707 NICOLET AVENUE

City-State-Zip: WINTER PARK FL 32789

Title ASST. SECRETARY

Name ZIRPOLI, TONY

Address 707 NICOLET AVENUE

City-State-Zip: WINTER PARK FL 32789

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WILLIAM BRUCE O'DONOGHUE

CEO

04/21/2022

Electronic Signature of Signing Authorized Person(s) Detail

Date

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L12000073345

Entity Name: TRAFFIC ENGINEERING AND MANAGEMENT, LLC

Current Principal Place of Business:707 NICOLET AVENUE
WINTER PARK, FL 32789**Current Mailing Address:**707 NICOLET AVENUE
WINTER PARK, FL 32789

FEI Number: 45-5448578

Certificate of Status Desired: No

Name and Address of Current Registered Agent:O'DONOGHUE, WILLIAM B
707 NICOLET AVENUE
WINTER PARK, FL 32789 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: WILLIAM B. O'DONOGHUE

03/15/2021

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title PRESIDENT, MEMBER MANAGER,
CEO
Name O'DONOGHUE, WILLIAM BRUCE
Address 707 NICOLET AVENUE
City-State-Zip: WINTER PARK FL 32789

Title SECRETARY
Name O'DONOGHUE, LEIGH
Address 707 NICOLET AVENUE
City-State-Zip: WINTER PARK FL 32789

Title ASST. SECRETARY
Name ZIRPOLI, TONY
Address 707 NICOLET AVENUE
City-State-Zip: WINTER PARK FL 32789

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WILLIAM B O'DONOGHUE

CEO

03/15/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L12000073345

Entity Name: TRAFFIC ENGINEERING AND MANAGEMENT, LLC

Current Principal Place of Business:

707 NICOLET AVENUE
WINTER PARK, FL 32789

Current Mailing Address:

707 NICOLET AVENUE
WINTER PARK, FL 32789

FEI Number: 45-5448578

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

O'DONOGHUE, WILLIAM B
707 NICOLET AVENUE
WINTER PARK, FL 32789 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WILLIAM B. O'DONOGHUE

04/30/2020

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title: PRESIDENT, MEMBER MANAGER,
CEO
Name: O'DONOGHUE, WILLIAM BRUCE
Address: 707 NICOLET AVENUE
City-State-Zip: WINTER PARK FL 32789

Title: SECRETARY
Name: O'DONOGHUE, LEIGH
Address: 707 NICOLET AVENUE
City-State-Zip: WINTER PARK FL 32789

Title: ASST. SECRETARY
Name: ZIRPOLI, TONY
Address: 707 NICOLET AVENUE
City-State-Zip: WINTER PARK FL 32789

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WILLIAM BRUCE O'DONOGHUE

CEO, PRESIDENT

04/30/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L12000073345

Entity Name: TRAFFIC ENGINEERING AND MANAGEMENT, LLC

Current Principal Place of Business:

707 NICOLET AVENUE
WINTER PARK, FL 32789

Current Mailing Address:

707 NICOLET AVENUE
WINTER PARK, FL 32789

FEI Number: 45-5448578

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

O'DONOGHUE, WILLIAM B
707 NICOLET AVENUE
WINTER PARK, FL 32789 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WILLIAM B. O'DONOGHUE

04/28/2019

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title PRESIDENT, MEMBER MANAGER,
CEO

Name O'DONOGHUE, WILLIAM BRUCE

Address 707 NICOLET AVENUE

City-State-Zip: WINTER PARK FL 32789

Title SECRETARY

Name O'DONOGHUE, LEIGH

Address 707 NICOLET AVENUE

City-State-Zip: WINTER PARK FL 32789

Title ASST. SECRETARY

Name ZIRPOLI, TONY

Address 707 NICOLET AVENUE

City-State-Zip: WINTER PARK FL 32789

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WILLIAM BRUCE O'DONOGHUE

PRESIDENT

04/28/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date

20. SUMMARY OF LITIGATION:

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

See Attached

21. ACKNOWLEDGMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No. 1	Dated 5/17/2022
No. 2	Dated 5/23/2022
No.	Dated

22. LIST OF SUBCONTRACTORS:

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

Not Applicable

(Attach additional sheets if necessary)

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

Exhibit "L"
RFP #22-004 COMPANY INFORMATION & SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/ FEE RATES PROPOSAL FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE RESPONDENT FURTHER AGREES TO COMPLY WITH ALL FEDERAL REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT.

Traffic Engineering and Management LLC
COMPANY NAME

(407) 628-1965
TELEPHONE (INCLUDE AREA CODE)

(407) 628-1932
FAX (INCLUDE AREA CODE)

WBDD@controlspecialists.com
E-MAIL ADDRESS

[Signature]
AUTHORIZED SIGNATURE (manual)

William Bruce D'Donoghue, CEO
NAME/TITLE (PLEASE PRINT)

707 Nicolet Avenue, Suite 100-A
STREET ADDRESS

Winter Park FL 32789
CITY STATE ZIP

FEDERAL ID # 45-5448578

Individual; ☒ Corporation; ☐ Partnership; ☐ Other (Specify) _____

Sworn to and subscribed before me this 20th day of May, 2022

Personally Known ☒ or ☐

Produced Identification FOL

FOL
(Type of Identification)

Notary Public - State of Florida County of Orange



Adriana Arguello
Notary Public
State of Florida
Comm# HH105246
Expires 3/16/2025

Adriana Arguello
Signature of Notary Public

Adriana Arguello
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "K"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

Traffic Engineering and Management, LLC

Firm Name

William B. Donoghue

Signature

William Bruce D'Donoghue, CED

Name and Title (Print or Type)

May 20, 2022

Date

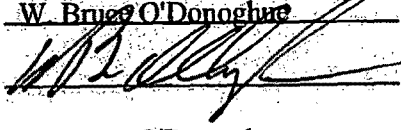
Exhibit "D"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: W. Bruce O'Donoghue

Signature: 

By: W. Bruce O'Donoghue
(Print or Type Name)

Title: CEO

Date: 05/20/22

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

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

1. This sworn statement is submitted to City of Ocoee, Florida by Traffic Engineering and Management, LLC
by W. Bruce O'Donoghue CEO (Entity)
(Print individual's Name & Title)

whose business address is 707 Nicolet Ave, Suite 100, Winter Park, FL 32789

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies)

✓

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH May 20, 2022 I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
(Signature)

Date: 05/20/22

Traffic Engineering and Management LLC
Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

William Bruce D'Donoghue who, after first being sworn by me,
(Name of Individual Signing)

affixed his/her signature in the place provided above on this 20th day of

May, 2022



Adriana Arguello
Notary Public
State of Florida
Comm# HH105246
Expires 3/16/2025

Notary Public Adriana Arguello
My Commission Expires: 3/16/2025

EXHIBIT "F"
CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

Note:

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

Date May 20, 2022. Traffic Engineering and Management, LLC
By: [Signature]
CEO
(Title)

Official Address (including Zip Code):

707 Nicolet Avenue Suite 100-A
Winter Park, FL 32789

EXHIBIT "G"
Certification Regarding Scrutinized Companies' Lists

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

Name of Respondent: Traffic Engineering and Management, LLC

By: [Signature]
(Authorized Signature)

Title: CED

Date: May 28, 2022

EXHIBIT "H"

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I ☒ have/ ☐ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I ☒ have/ ☐ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date May 20, 2022

By: [Signature]
(Signature of Authorized Official)

Traffic Engineering and Management, LLC
(Name of Prospective Construction Contractor or Subcontractor)

707 Nicolet Avenue, Suite 100-A, Winter Park, FL 32789
(Address of Prospective Construction Contractor or Subcontractor)

(407) 628-1905
(Telephone Number)

45-5448578
(Employer Identification Number)

EXHIBIT "I"

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Orange

William Bruce O'Donoghue, being first duly sworn deposes and says:

1. He (it) is the Owner
(Owner, Partner, Office, Representative or Agent)
of Traffic Engineering and Management, LLC, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: [Signature]
Title: CEO

Sworn and subscribed to before me this 20th day of May, 2022, in the State of Florida
City of Winter Park

[Signature] Notary Public
My Commission Expires: 03/16/2025



Adriana Arguello
Notary Public
State of Florida
Comm# HH105246
Expires 3/16/2025

EXHIBIT "J"

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] Traffic Engineering and Management LLC certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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


Signature of Contractor's Authorized Official

William Bruce O'Donoghue, CEO
Name and Title of Contractor's Authorized Official

May 22, 2022
Date



TRAFENG-01

DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2021

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
Hub International Florida
1560 Orange Avenue
Suite 750
Winter Park, FL 32789

CONTACT
NAME:
PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No): (407) 629-6378
E-MAIL: Certificates.FLA@HubInternational.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Transportation Insurance Company 20494
INSURER B: Continental Casualty Company 20443
INSURER C: Continental Insurance Company of New Jersey 42625
INSURER D: National Fire Insurance Company of Hartford 20478
INSURER E:
INSURER F:

INSURED
Traffic Engineering and Management, LLC dba Control
Specialists
707 Nicolet Avenue, #100A
Winter Park, FL 32789

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR	X X	5086443726	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000
	X Standard Contractual					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER.					
	POLICY X PRO-JECT LOC					
	OTHER:					
B	AUTOMOBILE LIABILITY		BUA 5086443712	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	X HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
	X HNOA Comp Ded \$1,000	X HNOA Coll Ded \$1,000				PROPERTY DAMAGE (Per accident) \$
						PIP \$ 10,000
C	X UMBRELLA LIAB	X OCCUR	6014082886	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 3,000,000
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$ 3,000,000
	DED RETENTION \$ 0					Over GL,AL,EL \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N N/A	X WC586443743	7/1/2021	7/1/2022	X PER STATUTE OTH-ER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 50,000
A	Equip. Lease/Rent		5086443726	7/1/2021	7/1/2022	\$25K each/Annual >

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Ocoee is automatically included as Additional Insured, including completed operations, both Primary & Noncontributory terms apply, & Waiver of Subrogation applies on General Liability & Workers' Comp, when required in a written contract or agreement with the Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Ocoee
150 N. Lakeshore Drive
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

[Previous on List](#) [Next on List](#) [Return to List](#)[Fictitious Name Search](#)[Filing History](#)

Fictitious Name Detail

Fictitious Name

CONTROL SPECIALISTS

Filing Information

Registration Number	G12000067203
Status	ACTIVE
Filed Date	07/05/2012
Expiration Date	12/31/2027
Current Owners	1
County	ORANGE
Total Pages	3
Events Filed	2
FEI/EIN Number	45-5448578

Mailing Address

707 NICOLET AVENUE
SUITE 100-A
WINTER PARK, FL 32789

Owner Information

TRAFFIC ENGINEERING AND MANAGEMENT LLC
707 NICOLET AVENUE, SUITE 100-A
WINTER PARK, FL 32789
FEI/EIN Number: 45-5448578
Document Number: L12000073345

Document Images

[07/05/2012 -- Fictitious Name Filing](#)[04/23/2022 -- Fictitious Name Renewal Filing](#)[04/19/2017 -- Fictitious Name Renewal Filing](#)[Previous on List](#) [Next on List](#) [Return to List](#)[Fictitious Name Search](#)[Filing History](#)



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Detail by FEI/EIN Number

Florida Limited Liability Company
TRAFFIC ENGINEERING AND MANAGEMENT, LLC

Filing Information

Document Number L12000073345
FEI/EIN Number 45-5448578
Date Filed 06/01/2012
Effective Date 06/01/2012
State FL
Status ACTIVE

Principal Address

707 NICOLET AVENUE
WINTER PARK, FL 32789

Mailing Address

707 NICOLET AVENUE
WINTER PARK, FL 32789

Registered Agent Name & Address

O'DONOGHUE, WILLIAM B
707 Nicolet Avenue
WINTER PARK, FL 32789

Name Changed: 04/19/2017

Address Changed: 04/19/2017

Authorized Person(s) Detail

Name & Address

Title President, Member Manager, CEO

O'DONOGHUE, WILLIAM BRUCE
707 NICOLET AVENUE
WINTER PARK, FL 32789

Title Secretary

O'Donoghue, Leigh

707 NICOLET AVENUE
WINTER PARK, FL 32789

Title Asst. Secretary

Zirpoli, Tony
707 NICOLET AVENUE
WINTER PARK, FL 32789

Annual Reports

Report Year	Filed Date
2020	04/30/2020
2021	03/15/2021
2022	04/21/2022

Document Images

<u>04/21/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/15/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/30/2018 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>03/10/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/19/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/09/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/18/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/01/2012 -- Florida Limited Liability</u>	View image in PDF format

Florida Department of State, Division of Corporations

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LICENSEE DETAILS

3:38:08 PM 6/1/2022

This is a business tracking record only.

Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	TRAFFIC ENGINEERING AND MANAGEMENT, LLC (Primary Name) CONTROL SPECIALISTS (DBA Name)
Main Address:	707 NICOLET AVENUE SUITE 100A WINTER PARK Florida 32789
County:	ORANGE

License Information

License Type:	Construction Business Information
Rank:	Business Info
License Number:	
Status:	Current
Licensure Date:	08/25/2017
Expires:	

Special Qualification Effective

Alternate Names

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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SEARCH RESULTS

3:38:29 PM 6/1/2022

Complaint Details

Below is a listing of public complaints regarding the person or entity selected. This may not reflect all public complaints filed with the Department; for example, all complaints against Community Association Managers (CAMs) are available to the public, regardless of whether any appear below, and may be requested directly from the Department. The Department is also precluded from disclosing any complaints which are confidential pursuant to Florida Statutes.

If you would like a full list of public complaints against an individual or entity or to make a public records request for complaints listed please visit our [Public Records](#) page.

You can search for public records pertaining to unlicensed activity complaints through an additional database by visiting our [Search Unlicensed Activity Complaints](#) page.

Name:

The Status and Discipline Description below is only the status of a complaint. To see the status of this license select the "Back" button to return to the Licensee Details Screen.

Number	Class	Incident Date	Status	Disposition	Disposition Date	Discipline Date - Description
			Public			

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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LICENSEE DETAILS

3:36:23 PM 6/1/2022

Licensee Information

Name:	BELDEN, ARTHUR W JR (Primary Name)
	CONTROL SPECIALISTS (DBA Name)
Main Address:	707 NICOLET AVENUE SUITE 100-A WINTER PARK Florida 32789
County:	ORANGE

License Information

License Type:	Construction Financial Officer
Rank:	Fin Officer
License Number:	FRO8255
Status:	Current
Licensure Date:	08/25/2017
Expires:	

Special Qualification Effective Qualifications

--

Alternate Names

--

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All Words

e.g. 1606N020Q02

Select Domain
Entity Information



All Entity Information

Entities

Disaster Response Registry

Exclusions

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Keyword Search

For more information on how to use our keyword search, visit our help guide

- ☐ Any Words ⓘ
- ☐ All Words ⓘ
- ☐ Exact Phrase ⓘ

e.g. 123456789, Smith Corp

Classification



Excluded Individual



Excluded Entity



Entity Name

traffic engineering and management



Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Federal Organizations



Exclusion Type



Exclusion Program



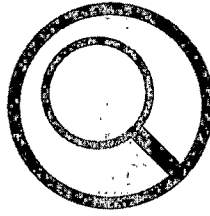
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General Services Administration

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An official website of the United States government
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Search

All Words

e.g. 1606N020Q02

Select Domain
Entity Information



All Entity Information

Entities

Disaster Response Registry

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

☐ Any Words 

○ All Words ⓘ

○ Exact Phrase ⓘ

e.g. 123456789, Smith Corp

Classification

Excluded Individual

Excluded Entity

Entity Name

Control Specialists Inc

Unique Entity ID: L5T1EXJMV L27

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Federal Organizations

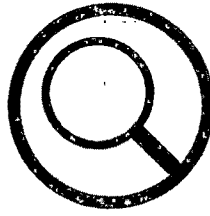
Exclusion Type

Exclusion Program

Location

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Traffic Engineering and Management, LLC

dba / Control Specialists

Construction, Service and Maintenance

707 Nicolet Ave, Suite 100A, Winter Park, FL 32789 Ph: (407) 628-1965 * Fax: (407) 628-1932

Project: Ocoee - UPS Upgrades
Description: Installation of UPS Cabinets at Various Locations
Quote Date: 10/6/2025
Estimator: Tony Zirpoli

ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
685-1-13	Uninterruptible Power Supply, Line Interactive w/ Cabinet	6	EA	\$ 13,300.00	\$ 79,800.00
TOTAL BID:					\$ 79,800.00

Project Comments

1. Bond is not included.
2. Includes mounting and preparing all location, then return with off-duty officer (if needed) to make final connections.
3. No modifications to the existing cabinet foundation or underground conduit are included.
4. This quotation is valid for 60 days after the stated bid date. Please request pricing verification after 60 days.

Signature: _____

Tony Zirpoli



Traffic Engineering and Management, LLC

dba / Control Specialists

Construction, Service and Maintenance

707 Nicolet Ave, Suite 100A, Winter Park, FL 32789 Ph: (407) 628-1965 * Fax: (407) 628-1932

Project: City of Ocoee
Description: Illuminated street name sign replacment
Quote Date: 10/6/2025
Estimator: Dano Winnett

ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
700-5-22	Internally Illuminated street name sign,F&I	12	EA	\$ 5,616.00	\$ 67,392.00
TOTAL BID:					\$ 67,392.00

Project Comments

1. Bond is not included.
2. This estimate is based on currently contracted rates.
3. Pricing includes replacing existing signs and utilizing existing cable in place for the following intersections.
Old Winter Garden Rd. @ Bluford Ave.
Old Winter Garden Rd. @ Hemple Ave.
Old Winter Garden Rd. @ Blackwood Dr.
- 4 This Quotation is valid for 60 days after the stated bid date. Please request pricing verification after 60 days.

Signature: Dano Winnett



Traffic Engineering and Management, LLC

dba / Control Specialists

Construction, Service and Maintenance

707 Nicolet Ave, Suite 100A, Winter Park, FL 32789 Ph: (407) 628-1965 * Fax: (407) 628-1932

Project: OCOEE - BLUFORD AVE AT MCKEY ST
Description: Bluford Ave at McKey St - Signal Upgrades
Bid Date: 10/6/2025
Estimator: Tony Zirpoli
Contract #: N/A

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
101-1	Mobilization	1.000	LS	\$2,000.00	\$2,000.00
102-1	Maintenance Of Traffic	1.000	LS	\$2,350.00	\$2,350.00
660-4-11	Vehicle Detection System- Video, F&I Cabinet Equipment	1.000	EA	\$22,650.00	\$22,650.00
660-4-12	Vehicle Detection System- Video, F&I Above Ground Equipment	4.000	EA	\$4,950.00	\$19,800.00
660-4-60	Vehicle Detection System- Video, Remove	1.000	EA	\$1,800.00	\$1,800.00
670-5-111	Traffic Controller Assembly, F&I, NEMA, 1 Preemption	1.000	AS	\$37,000.00	\$37,000.00
670-5-600	Traffic Controller Assembly, Remove Controller With Cabinet	1.000	AS	\$950.00	\$950.00
685-1-13	Uninterruptible Power Supply, F&I, Line Interactive With Cabinet	1.000	EA	\$12,375.00	\$12,375.00
				TOTAL BID:	\$98,925.00

Project Comments

1. The above pricing is for replacing the controller cabinet assembly and adding a UPS piggyback cabinet and video detection to the existing signalized intersection of Bluford Ave at McKey St.
2. The above pricing includes installing Iteris NEXT WDR cameras on the existing mast arms and utilizing existing conduits and pull boxes for a pathway to the controller cabinet.
3. The new controller cabinet is intended to use the existing controller cabinet foundation. No modifications to the foundation are included in the above pricing.
4. If the existing pathway is not usable, finding an alternative pathway may incur additional charges, but will be discussed and approved prior to any additional work being performed.
5. No permits are included in the above pricing, if necessary.
6. This quote is valid for 60 days after the stated bid date. Please request pricing verification after 60 days.

Signature: Tony Zirpoli



Traffic Engineering and Management, LLC

dba / Control Specialists

Construction, Service and Maintenance

707 Nicolet Ave, Suite 100A, Winter Park, FL 32789 Ph: (407) 628-1965 * Fax: (407) 628-1932

Project: OCOEE - Maguire Rd at Roberson Rd / Moore Rd
Description: Replace existing Gridsmart system with Iteris detection
Quote Date: 10/6/2025
Estimator: Tony Zirpoli

ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
660-4-11	Vehicle Detection System- Video, F&I Cabinet Equipment	1	EA	\$ 23,000.00	\$ 23,000.00
660-4-12	Vehicle Detection System- Video, F&I Above Ground Equipment	4	EA	\$ 5,050.00	\$ 20,200.00
660-4-60	Vehicle Detection System- Video, Remove	1	EA	\$ 1,200.00	\$ 1,200.00
TOTAL BID:					\$ 44,400.00

Project Comments

1. The above pricing reflects removing the existing Gridsmart system and installing a new Iteris video detection system.
2. The existing conduit paths will be utilized. The above pricing does not include any modifications to conduit or pull boxes.
3. This quotation is valid for 60 days after the stated bid date. Please request pricing verification after 60 days.

Signature: _____

Tony Zirpoli



Traffic Engineering and Management, LLC

dba / Control Specialists

Construction, Service and Maintenance

707 Nicolet Ave, Suite 100A, Winter Park, FL 32789 Ph: (407) 628-1965 * Fax: (407) 628-1932

Project: OCOEE - CLARKE AT WHITE
Description: Clarke Rd at White Rd - Controller Cabinet Upgrades
Bid Date: 10/6/2025
Estimator: Tony Zirpoli
Contract #: N/A

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
101-1	Mobilization	1.000	LS	\$1,800.00	\$1,800.00
102-1	Maintenance Of Traffic	1.000	LS	\$1,500.00	\$1,500.00
670-5-111	Traffic Controller Assembly, F&I, NEMA, 1 Preemption	1.000	AS	\$37,000.00	\$37,000.00
670-5-600	Traffic Controller Assembly, Remove Controller With Cabinet	1.000	AS	\$950.00	\$950.00
685-1-13	Uninterruptible Power Supply, F&I, Line Interactive With Cabinet	1.000	EA	\$12,375.00	\$12,375.00
				TOTAL BID:	\$53,625.00

Project Comments

1. The above pricing is for replacing the controller cabinet assembly and adding a UPS piggyback cabinet to the existing signalized intersection of Clarke Rd at White Rd.
2. The new controller cabinet is intended to use the existing controller cabinet foundation. No modifications to the foundation are included in the above pricing.
3. No permits are included in the above pricing, if necessary.
4. This quote is valid for 60 days after the stated bid date. Please request pricing verification after 60 days.

Signature: _____

Tony Zirpoli



Meeting Date: October 21, 2025
Item #: 10

Contact Name: Kiel Gajadhar
Contact Number: Ext. 6005

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of FY 2025-2026 Budgeted Vehicle and Equipment Purchases. (Assistant Public Works Director Gajadhar)

Background Summary: The City traditionally purchases vehicles through various competitively bid annual contracts. Public Works has researched pricing and has found the Florida Sheriff's Association, Bradford County Sheriff, and Sourcewell (National Auto Fleet Group) contracts provide the lowest competitively bid pricing for vehicles utilizing competitively bid contracts. The following vehicles are incorporated into the approved budget for purchase through these contracts:

- 1 - Ford Explorer 4x2 @ \$35,820 (Building - Replacement).
- 1 - Big Tex Heavy Duty Tilt Trailer for Boom Lift @ \$9,935 (Facilities - New).
- 1 - Ford F-250 Regular Cab 4x4 w/Utility Body @ \$59,735 (Streets - New).
- 3 - Ford F-250 Regular Cab 4x4 @ \$47,268.42 = \$141,805.26 (Streets - 2 Replacement, 1 New).
- 1 - Ford F-250 Crew Cab @ \$50,275 (Parks - Replacement).
- 1 - Ford F-250 Crew Cab @ \$48,361.25 (Recreation - Replacement).
- 2 - Ford F-150 Regular Cab 4x4 @ \$44,262 = \$88,524 (Stormwater - 2 Replacement).
- 2 - Altoz Tracked Zero Turn Mowers @ \$22,099.99 + Accessories = \$44,848.64 (Stormwater - 1 Replacement, 1 New).
- 1 - Freightliner Vac-Truck @ 576,272.02 (Utilities - Replacement).

The approved budget also includes the following equipment items, priced through the Florida Sheriff's Association and Sourcewell (National Auto Fleet Group) bid contracts:

- 1 - Bobcat Stand-on Skid Steer @ \$37,776.33 (Streets - New).
- 1 - Bobcat Broom Attachment @ \$11,108.80 (Streets - New).
- 1 - JLG Indoor Vertical Mast Lift @ \$12,363 (Facilities - New)

Public Works recommends approval to purchase the above vehicles and equipment based on published pricing for the 2025/2026 term contracts from the Florida Sheriff's Association, Bradford County Sheriff, and Sourcewell (National Auto Fleet Group).

Issue:

Should the Honorable Mayor and City Commissioners approve the acquisition of the budgeted 2025/2026 vehicle and equipment purchases?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the acquisition of the above vehicles and equipment from the Florida Sheriff's Association, Bradford County Sheriff, and Sourcewell (National Auto Fleet Group) contracts, and authorize the City Manager and staff to approve changes to the vehicle and equipment orders up to the limit of his purchasing authority and up to the budget amount for any change order.

Attachments:

1. Explorer 4x2_actual
2. New Trailer for JLG_actual
3. F250 - on call_actual_Bozard
4. F250 - mow crew_actual
5. F-250 4x4_actual_Bozard
6. F-250 4x2_actual
7. F-150 4x4_actual
8. All Terrain Mowers ALTOZ TRX766 Quote_actual
9. VacTruck_actual
10. Bobcat Stand-on Skid Steer
11. Bobcat Broom Attachment
12. JLG 30AM-DC_actual

Financial Impacts: The vehicles and equipment are adequately funded in the FY2025/2026 Department budgets as follows:

Vehicles/Equipments**Job Nu**

• 1 - Ford Explorer 4x2 @ \$35,820 (Building - Replacement)	A00054
• 1 - Big Tex Heavy Duty Tilt Trailer for Boom Lift @ \$9,935 (Facilities - New)	A00053
• 1 - Ford F-250 Regular Cab 4x4 w/Utility Body @ \$59,735 (Streets - New)	A00055
• 3 - Ford F-250 Regular Cab 4x4 @ \$47,268.42 = \$141,805.26 (Streets - 2 Replacement, 1 New)	A00051
• 1 - Ford F-250 Crew Cab @ \$50,275 (Parks - Replacement)	A00057
• 1 - Ford F-250 Crew Cab @ \$48,361.25 (Recreation - Replacement)	A00057
• 2 - Ford F-150 Regular Cab 4x4 @ \$44,262 = \$88,524 (Stormwater - 2 Replacement)	A00057
• 2 - Altoz Tracked Zero Turn Mowers @ \$22,099.99 + Accessories = \$44,848.64 (Stormwater – 1 Replacement, 1 New)	A00058
• 1 - Freightliner Vac-Truck @ 576,272.02 (Utilities - Replacement)	A00058
• 1 - Bobcat Stand-on Skid Steer @ \$37,776.33 (Streets - New)	A00055
• 1 - Bobcat Broom Attachment @ \$11,108.80 (Streets - New)	A00055
• 1 - JLG Indoor Vertical Mast Lift @ \$12,363 (Facilities - New)	A00053

Type of Item: Consent

OCOE PUBLIC WORKS

Prepared for:

OCOE PUBLIC WORKS
KIEL GAJADHAR
407-554-7305
KGajadhar@ocoe.org

Contract Holder

10/3/25

DUVAL FORD
Bambi Darr
(Work) 904-388-2144
(Fax) 904-387-6816
bambi.darr@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the **FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33**. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor:
\$90/Hr

Parts QTY

Code	Equipment	UNIT PRICE	EXTENDED
1 K7D CENTRAL	Item 267: Ford Explorer SUV 4x2 (K7D) Central Zone	\$ 34,604.00	\$ 34,604.00
1 99H.44T	2.3L Ecoboost Engine	\$ -	\$ -
1 100A	Equipment Group: Active (Power Windows, Door Locks & Backup Camera)	\$ -	\$ -
1 153	Front License Plate Bracket	\$ -	\$ -
1 RKE	Programmed Integrated Key Transmitter Fob	\$ 326.00	\$ 326.00
1 LED 1	EXPLORER PERIMETER LIGHTING: A: (2) SOUNDOFF: XF Flush mount [EXFS10002-(Y)] Location: Below headlight B: (2) SOUNDOFF: XF Flush mount [EXFS10002-(Y)] Location: On bumper	\$ 697.00	\$ 697.00
1 NOTE	COLOR: SPLIT BULB AMBER/WHITE	\$ -	\$ -
1 TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$ 125.00	\$ 125.00
1 TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$ 68.00	\$ 68.00
1 YZ	Oxford White (Base and 200a only)	No Charge	\$ -
1 8H	Space Gray Cloth Seats	\$ -	\$ -
1	Carpet Floor	\$ -	\$ -
TOTAL LABOR HOURS			
Additional Notes			
2026 MODEL			

UNIT COST \$ 35,820.00

TOTAL QUANTITY 1 **TOTAL PURCHASE** \$ 35,820.00



5601 NW 13th Street
Gainesville, FL 32653
Office 352-378-4756

Estimate

Date	Estimate #
9/23/2025	10044

Name / Address
City Of Ocoee

Item	Description	Qty	Amount	Total
BIG TEX 16KFB ...	Quote from Florida Sheriff's Contract # FSA23- EQU21.0 Equipment Contract Specification #447 - Big Tex Trailer 22PH-25+5 - Base Trailer Delivered to the Central District	1	17,490.00	17,490.00T
14FT16	14FT-16 - ***6'11" X 16' Heavy Duty Full Tilt Deck Equipment Trailer*** G.V.W.R. - 14,000#, G.A.W.R.- (Ea. Axle) 7,000#, Coupler - Adjustable 14K Cast 2-5/16" Safety Chains - 3/8" Grd. 70 w/ Safety Latch Hook (2 each), Jack - 12K Drop Leg Jack Against Bed – Side Wind, Tongue- 6" Channel Fold Back, Frame - 6" Channel, Crossmembers - 3" Channel, 3" Sq. Tube, Fenders - 9" x 72" Double Square Brake Diamond Plate (Bolted On), Axles - Two 7,000# 4" Drop EZ Lube w/ Electric Brakes, Suspension - Multi-Leaf Slipper Spring w/ Equalizer, Tires - ST235/80 R-16 Load Range E, Wheel - 16 x 6 Black Spoke 8 Bolt, Floor- 2" Pine, Lights - LED D.O.T. Stop, Tail, Turn, & Clearance, Elec. Plug - 7-Way RV, Finish - (Prep) Steel is Cleaned to Ensure a Professional Smooth Finish, Finish - Superior Quality Finish is Applied for a Highly Decorative and Protective Finish	1	-7,850.00	-7,850.00T
BTSP2	16" 235 Load Range E Spare	1	295.00	295.00T

Quote Date	October 7, 2025
Agency	CITY OF OCOEE

Contract	FSA25-VEL33.0
Description	Pursuit, Administrative & Other Vehicles

SPEC 215	F250 REG CAB 4x4 - F2B	\$	42,555.00
Z1	OXFORD WHITE EXTERIOR	\$	-
AS	MED SLATE VINYL 40/20/40	\$	-
99A	6.8L V8 ENGINE	\$	-
X37	3.73 REG AXLE	\$	-
18B	BLACK PLATFORM RUNNING BOARDS	\$	444.00
TOW	TRAILER TOW PACKAGE	\$	-
52B	TRAILER BRAKE CONTROLLER	\$	299.00
HITCH	2" BALL, PIN HITCH	\$	99.00
STROBES	4 LED CORNER STROBES - AMBER	\$	1,099.00
3KR	THIRD KEY W/ PROGRAMMED REMOTE	\$	499.00
NST	NEW CITY - WITH PAPER TITLE FROM TALLAHASSEE	\$	189.00
CABGUARD	CAB GUARD STERLING OR SIMILAR	\$	1,254.00
8KNAP	8' KNAPHEIDE UTILITY BODY, 696 SRW 56" CA, INC STEP BUMPER, TAIL & TAG LIGHT, SLAM LOCK TAILGATE & ROTARY STYLE LATCHES. REPLACE CAMERA.	\$	10,199.00
LINERU	DEALER INSTALLED SPRAY LINER FOR UTILITY BODY (INC TOPS & BUMPER)	\$	1,499.00
MC16PA	MINI CENTURY 16" AMBER PERMANENT MOUNT LIGHTBAR, ATTACHED TO CAB GUARD	\$	1,799.00
66D	BED DELETE CREDIT	\$	(200.00)

Thank you for the opportunity.

Lauren Palese
Government Fleet Specialist
lpalese@bozard.com

Bozard Ford
540 Outlet Mall Blvd, St Augustine FL 32084

Quantity of Units	1
Price Per Each	\$ 59,735.00
Total Amount	\$ 59,735.00



• Since 1916 •

OCOEE PUBLIC WORKS

Prepared for:	Contract Holder	10/3/25
OCOEE PUBLIC WORKS KRISTEN JOHNSON 407-554-7303 X 6001 kjohnson@ocoe.org	Duval Ford Bambi Darr (Work) 904-381-6596 Bambi.Darr@duvalmotor.com 405 Lane Ave N Jacksonville, FL 32254	
Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!		

Code		Equipment	OEM Price Level:	BCSO Contract Price	
Labor Hours: \$90/Hr	Parts Quantity	2026 F2B	2026 FORD F-250 REGULAR CAB 4X4 XL	\$ 46,041.00 \$ 40,283.68	
		OEM freight	Factory Destination	\$ 2,195.00 \$ 2,231.22	
		Z1	OXFORD WHITE	\$ - \$ -	
		AS	GRAY VINYL SEATS 40/20/40	\$ - \$ -	
			VINYL FLOOR	\$ - \$ -	
		600A	EQUIPMENT GROUP XL: POWER WINDOW, DOOR LOCKS & BACKUP CAMERA	\$ - \$ -	
		99A.44F	6.8L V8 GAS ENGINE	\$ - \$ -	
		142WB	142" WHEELBASE 8FT BED	\$ - \$ -	
		18B	FACTORY RUNNING BOARDS	\$ 291.00 \$ 295.80	
		85S	SPRAY IN BEDLINER	\$ 569.00 \$ 578.39	
		52B	FACTORY BRAKE CONTROLLER	\$ 273.00 \$ 277.50	
		X3E	3.73 E-LOCKING AXLE	\$ 392.00 \$ 398.47	
		Discount	Government Concession reflected in Base Vehicle Price		
		Ceiling Markup	Primary Awardee Ceiling Markup	1.65%	
		Discount	Discount off Invoice reflected in Base Vehicle Price	\$ (3,017.00)	
		Ceiling Percentage Markup: Accessories		29%	
		1			\$ -
		1	RKE	Additional Key/ Fob	\$ 225.00 \$ 290.25
		1	534	Trailer Tow Package	\$ 899.00 \$ 1,159.71
		1			\$ -
Ceiling Percentage Markup: Lighting		20%			
1			\$ -		
1	MINI BAR	Whelen 16" Mini LED Light Bar-Amber/WLight With Clear Lens (MC16PCA) - MOUNT TO ROOF (Install included)	\$ 522.00 \$ 626.40		
1	CORNER LIGHTS	SUPER DUTY PERIMETER LIGHTING PACKAGE: ALL AMBER A: (2) SOUNDOFF: XF Flush mount (EXFS 10002-(Y))Location: On grill B: (2) SOUNDOFF: XF Flush mount (EXFS10002-(Y)) Location: On bumper (Install included)	\$ 525.00 \$ 630.00		
Ceiling Percentage Markup: LE Metal		20%			
1			\$ -		
Final Delivery					
	Labor	Total Labor Hours for installation of parts	\$ - \$ -		
	Freight	Freight on Parts	\$ - \$ -		
152	34761	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)	\$ 2.00 \$ 304.00		
	TAG	Tag and title processing and handling by dealer	\$ 193.00 \$ 193.00		
NOTE					
UNIT COST			\$ 47,268.42		

TOTAL QUANTITY	3	TOTAL PURCHASE	\$ 141,805.26
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CNGP530 VEHICLE ORDER CONFIRMATION 10/03/25 09:46:00
==> Dealer: F24081
2026 F-SERIES SD Page: 1 of 2
Order No: 0009 Priority: K3 Ord FIN: QE065 Order Type: 5B Price Level: 630
Ord PEP: 600A Cust/Flt Name: OCOEE FW PO Number:
RETAIL DLR INV RETAIL DLR INV
F2B F250 4X4 SD R/C \$48465 \$46041.00 18B PLAT RUNNING BD \$320 \$291.00
142" WHEELBASE 10000# GVWR PKG
Z1 OXFORD WHITE 425 50 STATE EMISS NC NC
A VNYL 40/20/40 512 SPARE TIRE/WHL2 NC NC
S MED DARK SLATE 52B TRLR BRAKE CONT 300 273.00
600A PREF EQUIP PKG JACK
.XL TRIM 85S TOUGH BED 625 569.00
572 .AIR CONDITIONER NC NC CONNECT PKG 1YR
.AMFM/MP3/CLK
99A .6.8L DEV V8 ENG NC NC TOTAL BASE AND OPTIONS 52335 46764.00
44F 10-SPD AUTOMATC NC NC TOTAL 52335 46764.00
TD8 .LT245 BSW AS 17 *THIS IS NOT AN INVOICE*
X3E 3.73 ELOCKING 430 392.00
JOB #1 BUILD * MORE ORDER INFO NEXT PAGE *
FLEET SPCL ADJ NC (635.00) F8=Next
SP DLR ACCT ADJ \$(1003.00)
SP FLT ACCT CR (1379.00)
FUEL CHARGE 13.00
B4A NET INV FLT OPT NC 7.00
DEST AND DELIV 2195 2195.00



Quote Date	October 7, 2025
Agency	CITY OF OCOEE

Contract	FSA25-VEL33.0
Description	Pursuit, Administrative & Other Vehicles

SPEC 214	F250 CREW CAB 4x4 - W2B	\$	47,047.00
Z1	OXFORD WHITE EXTERIOR	\$	-
AS	MED SLATE VINYL 40/20/40	\$	-
99A	6.8L V8 ENGINE	\$	-
X37	3.73 REG AXLE	\$	-
18B	BLACK PLATFORM RUNNING BOARDS	\$	444.00
TOW	TRAILER TOW PACKAGE	\$	-
52B	TRAILER BRAKE CONTROLLER	\$	299.00
HITCH	2" BALL BAR HITCH	\$	99.00
LINER	SPRAY IN BED LINER	\$	599.00
STROBES	4 LED CORNER STROBES - AMBER	\$	1,099.00
3KR	THIRD KEY W/ PROGRAMMED REMOTE	\$	499.00
NST	NEW CITY - WITH PAPER TITLE FROM TALLAHASSEE	\$	189.00

Thank you for the opportunity.

Quantity of Units	1
Price Per Each	\$ 50,275.00
Total Amount	\$ 50,275.00

Lauren Palese

Government Fleet Specialist

lpalese@bozard.com

Bozard Ford

540 Outlet Mall Blvd, St Augustine FL 32084

OCOEE PUBLIC WORKS

Prepared for:		Contract Holder	10/3/25
OCOEE PUBLIC WORKS KIEL GAJADHAR 407-554-7305 kgajadhar@ocoee.org		Duval Ford Bambi Darr (Work) 904-381-6596 Bambi.Darr@duvalmotor.com 405 Lane Ave N Jacksonville, FL 32254	
Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!			
Code	Equipment	OEM Price Level:	BCSO Contract Price
2026 W2A	2026 FORD F-250 CREW CAB 4X2 XL	\$ 47,396.00	\$ 41,887.03
OEM freight	Factory Destination	\$ 2,195.00	\$ 2,231.22
Z1	OXFORD WHITE	\$ -	\$ -
AS	GRAY VINYL SEATS 40/20/40	\$ -	\$ -
	VINYL FLOOR	\$ -	\$ -
600A	EQUIPMENT GROUP XL: POWER WINDOW, DOOR LOCKS & BACKUP CAMERA	\$ -	\$ -
99A,44F	6.8L V8 GAS ENGINE	\$ -	\$ -
160WB	160" WHEELBASE 6 3/4 FT BED (SHORT BED)	\$ -	\$ -
18B	FACTORY RUNNING BOARDS	\$ 405.00	\$ 411.68
85S	SPRAY IN BEDLINER	\$ 569.00	\$ 578.39
52B	FACTORY BRAKE CONTROLLER	\$ 273.00	\$ 277.50
X3E	3.73 E-LOCKING AXLE	\$ 392.00	\$ 398.47
Discount	Government Concession reflected in Base Vehicle Price		
Ceiling Markup	Primary Awardee Ceiling Markup	1.65%	
Discount	Discount off Invoice reflected in Base Vehicle Price	\$ (3,091.00)	
Ceiling Percentage Markup: Accessories		29%	
1		\$ -	\$ -
1	RKE	\$ 225.00	\$ 290.25
1	534	\$ 899.00	\$ 1,159.71
1		\$ -	\$ -
Ceiling Percentage Markup: Lighting		20%	
1		\$ -	\$ -
1	CORNER LIGHTS	\$ 525.00	\$ 630.00
SUPER DUTY PERIMETER LIGHTING PACKAGE: ALL AMBER A: (2) SOUNDOFF: XF Flush mount [EXFS 10002-(Y)] Location: On grill B: (2) SOUNDOFF: XF Flush mount [EXFS10002-(Y)] Location: On bumper (Install included)			
Ceiling Percentage Markup: LE Metal		20%	
1		\$ -	\$ -
Final Delivery			
Labor	Total Labor Hours for installation of parts	\$ -	\$ -
Freight	Freight on Parts	\$ -	\$ -
152	34761	\$ 2.00	\$ 304.00
TAG	Tag and title processing and handling by dealer	\$ 193.00	\$ 193.00
NOTE			
UNIT COST		\$	48,361.25
TOTAL QUANTITY 1		TOTAL PURCHASE \$ 48,361.25	

CNGP530 VEHICLE ORDER CONFIRMATION 10/03/25 11:18:42
 ==> Dealer: F24081
 2026 F-SERIES SD Page: 1 of 2
 Order No: 0009 Priority: L1 Ord FIN: QE065 Order Type: 5B Price Level: 630
 Ord PEP: 600A Cust/Flt Name: OCOEE PW PO Number:
 RETAIL DLR INV RETAIL DLR INV
 W2A F250 4X2 CREW/C \$49890 \$47396.00 18B PLAT RUNNING BD \$445 \$405.00
 160" WHEELBASE 10000# GVWR PKG
 Z1 OXFORD WHITE 425 50 STATE EMISS NC NC
 A VNYL 40/20/40 512 SPARE TIRE/WHL2 NC NC
 S MED DARK SLATE 52B TRLR BRAKE CONT 300 273.00
 600A PREF EQUIP PKG JACK
 .XL TRIM 85S TOUGH BED 625 569.00
 572 .AIR CONDITIONER NC NC CONNECT PKG 1YR
 .AMFM/MP3/CLK
 99A .6.8L DEV V8 ENG NC NC TOTAL BASE AND OPTIONS 53885 48159.00
 44F 10-SPD AUTOMATC NC NC TOTAL 53885 48159.00
 TD8 .LT245 BSW AS 17 *THIS IS NOT AN INVOICE*
 X3E 3.73 ELOCKING 430 392.00
 JOB #1 BUILD * MORE ORDER INFO NEXT PAGE *
 FLEET SPCL ADJ NC (635.00) F8=Next
 SP DLR ACCT ADJ \$(1035.00)
 SP FLT ACCT CR (1421.00)
 FUEL CHARGE 13.00
 B4A NET INV FLT OPT NC 7.00
 DEST AND DELIV 2195 2195.00

OCOE PUBLIC WORKS

Prepared for:

OCOE PUBLIC WORKS
KRISTEN JOHNSON
407-554-7303 X 6001
KJohnson@ocoe.org

Contract Holder

10/2/25

DUVAL FORD
Bambi Darr
(Work) 904-388-2144
(Fax) 904-387-6816
bambi.darr@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the **FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33**. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor:
\$90/Hr

Parts QTY

Code	Equipment	UNIT PRICE	EXTENDED
1 F1L CENTRAL	Item 210 F-150 XL Regular Cab 4x4 F1L (includes: Power windows / Locks, Remote Entry, speed control)	\$ 39,625.00	\$ 39,625.00
1 995.44G	5.0L V8 Gas Engine	\$ -	\$ -
1 101A	Equipment Group: XL Power windows, door locks & backup camera	\$ -	\$ -
1 122WB	122" Wheelbase 6.5" bed (short bed)	\$ -	\$ -
1 XL6	E locking 3.73 Axle, reference chart for availability	\$ -	\$ -
1 T7C	LT265/70R17C BSW all-terrain tires (A/T)	\$ 493.00	\$ 493.00
1 18B	Platform type Black Running Boards	\$ 249.00	\$ 249.00
1 96W	Bedliner - Tough Bed® spray-in	\$ 622.00	\$ 622.00
1 LED PKG 10	Whelen 16" Mini LED Light Bar- Amber/W Light With Clear Lens (MC16PCA)	\$ 695.00	\$ 695.00
1 NOTE	MOUNT MINI BAR ON ROOF	\$ -	\$ -
1 LED PKG 1	F150 PERIMETER LIGHTING PACKAGE: A: (2) SOUNDOFF: 3" mpower stud mount EMPS1SLS3(y) (DUAL COLOR) Location: Below Headlights B: (2) SOUNDOFF: XF flush mount EXFS10002-(Y) (DUAL COLOR) Location: On rear bumper	\$ 697.00	\$ 697.00
1 NOTE	COLOR: AMBER		
1 534	Complete Trailer Tow Package - Includes [53t Tow Haul] where applicable, Dealer installed hardware package with 2" ball, ball mount, pin and clip. Optional six way trailer plug included when specified.	\$ 1,338.00	\$ 1,338.00
1 RKE	Programmed Integrated Key Transmitter Fob	\$ 350.00	\$ 350.00
1 TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$ 125.00	\$ 125.00
1 TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$ 68.00	\$ 68.00
1 YZ	Oxford White	\$ -	\$ -
1 AS	Vinyl 40/20/40 Front-Seat, Medium Dark Slate	No Charge	\$ -
1	Vinyl Floor	\$ -	\$ -
TOTAL LABOR HOURS			
Additional Notes		2026 MODEL	

UNIT COST

\$ 44,262.00

TOTAL QUANTITY

2

TOTAL PURCHASE

\$ 88,524.00

COUNTRY VILLAGE POWER EQUIPMENT
 539 NORTH MARKET BLVD
 WEBSTER, FL 33597
 Phone: 352-793-3948
 Fax: 352-793-4906
 Website: WWW.COUNTRYVILLAGEPOWER.COM
 Email: STORE@COUNTRYVILLAGEPOWER.COM



Quotation

Quote # : 76881

Generated on 10/1/2025 3:10:58 PM

Bill To:

1 NORTH BUFORD
 OCOEE, FL 34761

Ship To:

CITY OF OCOEE
 1 NORTH BUFORD
 OCOEE, FL 34761
 Phone: 407-509-3601

Part	Description	Qty	Price	Disc	Subtotal	Tax	Total
ALZ 1055208	Altoz TRX 766i 38.5hp EFI Kaw	2.00	25999.99	3900.00	44199.98	0.00	44199.98
ALZ 2000857	KIT,FRONT WEIGHT ASM,	2.00	283.45	113.38	340.14	0.00	340.14
ALZ 2500807	KIT,BUCKET HOLDER,XPH	1.00	76.94	30.78	46.16	0.00	46.16
ALZ 2500333	KIT,RECEIVER HITCH,RE	2.00	141.70	56.68	170.04	0.00	170.04
ALZ 2500439	KIT,SLOPE METER,40 DE	2.00	76.94	30.78	92.32	0.00	92.32

Notes : Sourcewell Contact

City of Ocoee
 Ocoee , Florida
 Account # 2362

This is the price going through Sourcewell

Pricing for contract #070821-ATZ offers Sourcewell participating agencies the following discounts:

15% discount off current MSRP on Altoz zero-turn tracked mowers

Subtotal:	\$44,848.64
Tax:	\$0.00
Misc Charges:	\$0.00
Misc Tax:	\$0.00
Handling:	\$0.00
Total:	\$44,848.64

This quote is good for 30 days.



DATE: 10.13.2025
QUOTE: 112839

DUAL ENGINE COMBINATION JET/VACUUM SEWER CLEANER
SOURCEWELL CONTRACT: 101221-VAC
CUSTOMER: City of Ocoee, FL
SHIPPING: Southern Sewer

Combination jet/vacuum sewer cleaner with all standard equipment VA312/1300	\$	382,286.00
Sourcewell Discount	\$	(38,228.60)
12 Yard debris tank		
1300 Gallons water tank capacity		
Freightliner 114SD Plus 6x4 66000GVWR ISL370 3000RDS	\$	140,200.00
Body mounting on Chassis	\$	10,150.00
10' Aluminum Telescoping Boom with 10" Inlet and Pendant Control Station	\$	21,434.00
Front Mounted, Articulating to Drivers Side, 600 foot (1 inch) Capacity (Std Pivot)	\$	27,497.00
600' x 3/4" Jet Rodder Hose - Cobra Brand	\$	2,020.00
50/3000, GIANT 7000, GM 6.0 GAS 172 HP	\$	-
1/4" Corten Steel Debris Tank		
Flat Style Rear Door with hydraulic door locks - Including open/close		
60" Dump Height		
Rear Bumper - Does Not Include Tow Hooks		
Front Tow Hooks		
Hinge type / Body Prop Permanently mount debris body prop		
Debris Body Flushout - 8 Jet		
Automatic Vacuum Breaker with Float Arm Assembly/Level Indicator and overfill protection		
Behind Cab Boom Support and Bumper Mounted Docking Station		
8" vacuum intake hose		
Two (2) Emergency Stop Button Locations: Operator Station and Mid-Body		
Water Pump Remote Oil Drain - Quick disconnects		
Heavy Duty Manual Hose Rewind Guide with Dual Aluminum Rollers		
Hose guide (Tiger Tail)		
Storage Box Behind Cab 16" x42" x 96"		
1) each Sanitary and Penetrator Nozzles		
20.5' aluminum intake pipe(1-3', 1-5', 1-6', and 1-6.5' nozzle)		
5# Fire Extinguisher - In Cab		
Set of Triangles		
12 month standard warranty		
5 year debris tank warranty		
10 year water tank warranty		

6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve	\$	1,151.00
Gravity Drain System; plumbing to gate valve at mid-passenger side of unit, allowing return of liquids to the manhole	\$	2,948.00
Rear splash guard (2 - 10 O'clock) - tank mounted	\$	4,137.00
Stainless Steel Ball on Debris Body Level Indicator	\$	380.00
50' Capacity Retractable Hand Gun Hose Reel	\$	3,211.00
Hydroexcavation Package	\$	10,068.00
Lateral Cleaning Kit w/200' x 1/2" Hose w/Nozzle, Permanently Mtd, Electronically Controlled	\$	9,207.00
Variable Flow Valve (Valve Only) - nozzles required	\$	678.00
Power Guide "Reel Power" level wind guide	\$	7,935.00
Cone Storage Rack - Best Location - Vac-Con to select	\$	653.00
Rear Mounted Tow Hooks	\$	554.00
Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive)	\$	3,740.00
Remote Debris Tank Grease Assembly (Ground Level)	\$	4,030.00
Hand Held Spot Light - LED	\$	939.00
LED 4 Strokes - (2) front bumper / (2) rear bumper	\$	2,994.00
LED Arrow Board, Rear Debris Tank Door Mounted	\$	5,836.00
LED Boom Mounted Flood Lights with Limb Guard	\$	1,152.00
LED Lighting for Tool Box	\$	1,397.00
LED Midbody Flood Lights with guards	\$	1,152.00
LED Rear Mounted Flood Lights with Limb Guard	\$	1,152.00
LED strobe with Limb Guard, Rear Debris Tank Mounted	\$	1,452.00
Midbody LED Strokes - Frame Mounted	\$	1,520.00
Mirror Mounted LED Beacon/Strobe Light with Limb Guard	\$	1,452.00
Low Water Alarm with Light	\$	796.00
Rear Axle Load Limit Alarm	\$	1,450.00
Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body	\$	7,273.00
First Aid Kit 690-0500	\$	245.00
Paper Vac-Con Manual	\$	313.00
3/4" Nozzle rack	\$	186.00
Lazy Susan Pipe Rack	\$	4,020.00
(2) Roll out shelves for storage box behind cab	\$	2,498.00
6' x 8" Aluminum Pipe Extension	\$	505.00
8" Adjustable Air Gap w/quick clamp	\$	869.00
8" Quick Clamp, spare, 680-0014	\$	62.00
Local dealer pre-delivery inspection		
Delivery	\$	1,195.00
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER:	\$	632,508.40
ADDITIONAL DEALER DISCOUNT:	\$	(56,236.38)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER WITH ADDITIONAL DISCOUNT:	\$	576,272.02
VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD. GREEN COVE SPRINGS, FL 32043		
PURCHASE ORDERS TO BE MADE OUT TO: VAC-CON, INC. - QUOTE IS VALID FOR 30 DAYS		
CONTACT: RACHEL DEEL, EMAIL: RDEEL@VAC-CON.COM PHONE: 904-529-1315		



Product Quotation
 Quotation Number: **BM1251001**
 Quote Sent Date: **Oct 01, 2025**
 Expiration Date: **Oct 31, 2025**

Your Bobcat Contact
Brady Murdoff
 Phone:
 Email: brady.murdoff@doosan.com

Your Customer Contact

Deliver to City of Ocoee 301 MAGUIRE RD OCOEE, FL, 34761-2677	Bobcat Dealer Bobcat of Orlando, Orlando, FL 8151 N ORANGE BLOSSOM TRAIL ORLANDO, FL, 32810	Bill to NEW GOVERNMENT CUSTOMER 2391333 250 E Beaton Dr West Fargo, ND, 58078-2656
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Item Name	Item Number	Quantity	Price Each	Total
MT120 Mini Track Loader	M0117	1	31,892.00	31,892.00
Standard Equipment: 24.5 HP Tier 4, Liquid Cooled, Diesel Engine 12V Power Port Attachment interface: Bob-Tach Attachment Mounting System or CII Common Industry Interface Auxiliary Hydraulics Built-in Tie Down and Crane/Lift locations Case Drain Continuous Flow Shutoff Pedal Cupholders Cylinder Cushioning - Lift, Tilt		Instrumentation: 4.3-inch Display Keyless Ignition, Engine Temperature & Fuel Gauges, Hour meter, RPM, and Warning Indicators Includes maintenance interval notification, QR code faults readout and security lockouts ISO Pattern Joystick Travel Controls Lift Arm Lockout with Manual Bypass Lift Arm Support Lift Path: Vertical Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 5 Rollers Spark Arrestor Muffler Tracked Traction System: Multi-Bar Lug Rubber track, 9.1 in. wide; Optional 11.0 in wide track Warranty: 12 Months, Unlimited Hours		
Bobtach Interface	M0117-R02-C01	1	0.00	0.00
Standard Track	M0117-R09-C01	1	0.00	0.00
36" GPX Bucket	7501826	1	786.60	786.60
Bolt-On Cutting Edge, 36"	6729042	1	88.68	88.68
36" Root Grapple	7493347	1	2,060.36	2,060.36
Total for MT120 Mini Track Loader				34,827.64
Quote Subtotal				34,827.64
Dealer PDI				150.00
Tariff Surcharge				1,798.69
Freight Charges				725.00
Destination Charges				191.00
Dealer Assembly Charges				84.00
Quote Total - USD				37,776.33

Comment: *Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer Acceptance:

Quotation Number: **BM1251001**

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



Product Quotation
Quotation Number: **BM1251083**
Quote Sent Date: **Oct 01, 2025**
Expiration Date: **Oct 31, 2025**

Your Bobcat Contact
Brady Murdoff
Phone:
Email: brady.murdoff@doosan.com

Your Customer Contact

Deliver to
City of Ocoee
301 MAGUIRE RD
OCOEE, FL, 34761-2677

Bobcat Dealer
Bobcat of Orlando, Orlando, FL
8151 N ORANGE BLOSSOM TRAIL
ORLANDO, FL, 32810

Bill to
NEW GOVERNMENT CUSTOMER
2391333
250 E Beaton Dr
West Fargo, ND, 58078-2656

Item Name	Item Number	Quantity	Price Each	Total
Sweeper Bucket 72"	7405171	1	5,489.48	5,489.48
Kit Gutter Brush	7419388	1	2,062.64	2,062.64
Self Contained Water Kit	7405183	1	2,174.19	2,174.19
Total for Sweeper Bucket 72"				9,726.31
Quote Subtotal				9,726.31
Dealer PDI				50.00
Tariff Surcharge				362.49
Destination Charges				214.00
Dealer Assembly Charges				756.00
Quote Total - USD				11,108.80

Comment: *Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer Acceptance:

Quotation Number: **BM1251083**

Authorized Signature:

Purchase Order: _____

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____

October 10, 2025
City of Ocoee
Attn: Kiel Gajadhar



REF: Florida Sheriff's Association Contract quote.
Term: October 1, 2025 – September 30, 2026
Contract: FSA23-EQU21.1, Equipment
Group: LIFT: Scissor Lift - Self Propelled
Item: 198, JLG 30AM-DC Push-Around Vertical Lift

JLG 30AM DC Push Around Vertical Mast Lift

- **Working Height:** 35.7 ft.
- **Platform Capacity:** 300 lbs.
- **Platform Height:** 29.7 ft.
- **Overall Height:** 78 in.
- **Overall Width:** 29.5 in.
- **Overall Length:** 57.7 in.
- **Outrigger Footprint (LxW):** 74.7 x 71.6 in.
- **Weight:** 1,110 lbs.

STANDARD FEATURES

- Lanyard Attachment Anchor for Body Harness
- Quick-Change 26 in. W x 28 in. L
—Gull-Wing Entry Platform
- Quick-Change Platform Mounts
- Low Maintenance Anodized Mast
- Non-Marking Tires
- Descent Alarm
- Hourmeter
- Roller Loading Device: For Loading on Pickup Trucks
- Auto Power Saver—Shuts Off Power When Idled
- ANSI, OSHA & CSA Compliant)
- DC Models - Battery 12V 93 Amp hr. (Lead Acid)
- DC Models – Automatic Battery Charger
- 110 Volt Double Receptacle in Platform

JLG 30AM-DC	\$ 12,435
BATTERY 12V 100 AH AGM	\$ 310
LIST PRICE TOTAL	\$ 12,745
LESS 3% CONTRACT DISCOUNT	<u>\$ -382</u>
Quote Total (Delivered)	\$12,363

Availability: Approximately 30 days
Thank you for consideration of our product. Quote is valid for thirty days.
Greg Bennett
Governmental Sales
(305) 592-5360 office
greg_bennett@kellytractor.com

(786) 579-2621 direct
(786) 299-7037 cell
www.kellytractor.com/governmental

Miami
8255 NW 58 St
Miami, FL 33166
(305) 592-5360
FAX (305) 477-2024

Davie
2801 Reese Rd
Davie, FL 33314
(954) 581-8181
FAX (954) 581-6464

West Palm Beach
5460 Okeechobee Blvd
West Palm Beach, FL 33417
(561) 683-1231
FAX (561) 683-4591

Clewiston
801 E Sugarland Hwy
Clewiston, FL 33440
(863) 983-8177
FAX (863) 902-1000

Naples
3636 Prospect Ave
Naples FL 34104
(239) 403-3636
FAX (239) 403-7510

Ft Myers
9651 Kelly Tractor Dr
Ft Myers, FL 33905
(239) 693-9233
FAX (239) 693-8876

Orlando (Cranes Only)
17300 E Colonial Dr
Orlando, FL 32820
(407) 568-8055
FAX (407) 568-7701



Meeting Date: October 21, 2025
Item #: 11

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Contract Core and Main to Provide the VertexOne Customer Portal. (Utilities Director Bolling)

Background Summary:

The City's water metering system (Sensus FlexNet®) currently uses the Sensus Customer Portal to provide customers with access to their detailed water usage data and custom alerts. This portal has been instrumental in enhancing customer service, reducing customer water use, and meeting the Consumptive Use Permit water use efficiency requirements established by the St. Johns River Water Management District and expanded water use efficiency requirements of the Central Florida Water Initiative.

Core and Main, the vendor for Sensus, notified the Utilities Department that the Sensus Customer Portal will be retired. Core and Main offers two customer portal solutions that are compatible with its data, with only one of these, VertexOne, meeting the City's financial and operational needs.

VertexOne is a robust user-friendly customer portal platform, offering the same key features customers are used to—detailed usage history and alerts—as well as additional features such as strategic conservation tips and billing tools. Switching to VertexOne will enhance the customer experience by providing detailed usage and billing information, adding features such as leak alerts, usage analysis, billing cycle details, payment reminders, and conservation tips. The new platform will give the City greater transparency with customers. Moreover, its notification system should increase efficiency for Utility and Water Billing staff by reducing resident complaints and inquiries related to service suspension.

Issue:

Should the Honorable Mayor and City Commissioners approve to contract with Core and Main to provide the City with the VertexOne Customer Management Platform?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to contract Core and Main for the VertexOne Customer Platform in the amount of \$57,200. 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 and up to the budgeted amount for this project for all change orders, and also be authorized for approval of annual renewals.

Attachments:

1. Ocoee Bid #4468405

Financial Impacts:

The Vertex One Customer Portal will be funded from the FY 25/26 approved budget as follows:

401-535-10-3400 \$4,125

401-533-10-3400 \$4,200

401-531-00-3400 \$48,875

Type of Item: Consent



Bid Proposal for Ocoee 09/24/25

CUSTOMER	OCOEE, CITY OF 1 N Bluford Ave Ocoee, FL 34761	Job Ocoee 09/24/25 Ocoee, FL Bid Date: 09/24/2025 Bid #: 4468405
	Sales Representative Jason Milhorn (T) 407-450-2425 Jason.Milhorn@coreandmain.com	Core & Main 6106 Beggs Rd Orlando, FL 32810 (T) 4072911545
CONTACT		
NOTES		



Bid Proposal for Ocoee 09/24/25

OCOEE, CITY OF

Job Location: Ocoee, FL

Bid Date: 09/24/2025

Core & Main Bid #: 4468405

Core & Main

6106 Beggs Rd

Orlando, FL 32810

Phone: 4072911545

Fax: 4072912006

Seq#	Qty	Description	Units	Price	Ext Price
10	1	VERTEXONE SETUP FEE & STANDARD INTEGRATIONS	EA	0.00	0.00
20	1	VERTEXONE ANNUAL ACCOUNT FEE	EA	23,400.00	23,400.00
30	1	VERTEXONE AMI METER DATA PRESENTMENT ANNUAL FEE	EA	18,800.00	18,800.00
40	1	VERTEXONE SENSUS PLATFORM INTEGRATIONS	EA	12,500.00	12,500.00
50	1	VERTEXONE SENSUS PLATFORM INTEGRATIONS ANNUAL MAINTEN	EA	2,500.00	2,500.00
				Sub Total	57,200.00
				Tax	0.00
				Total	57,200.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

STAFF REPORT

Meeting Date: October 21, 2025
Item #: 12

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

**Subject: Approval to Rebuild Bar Screen #2 at the City of Ocoee Wastewater Treatment Plant.
(Utilities Director Bolling)**

Background Summary:

The approved City of Ocoee Budget for Fiscal Year 2025-2026 includes \$120,000 to rebuild Bar Screen #2 at the Ocoee Wastewater Treatment Plant (WWTP) to extend the bar screen's lifespan. Bar screens remove large debris, such as plastics and rags, from the wastewater flow at the beginning of the treatment process, and preventing clogs and damage to the WWTP's equipment. Staff contacted FilterONE USA, Inc., a division of Parkson Corporation, the original manufacturer and sole source vendor for the current bar screen, and obtained a quote of \$99,111.00 to rebuild the bar screen.

Issue:

Should the Honorable Mayor and City Commissioners approve to rebuild Bar Screen #2 at the WWTP with Parkson Corporation, at a cost of \$99,111.00?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the rebuild of Bar Screen #2 at the WWTP by contracting with Parkson Corporation, at a cost of \$99,111.00, and to approve Parkson Corporation as the Sole Source Vendor for bar screen parts and repairs at the WWTP. 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. Quote Ocoee WWTP, FL Rebuild
2. Sole Source Letter - Ocoee, FL 2025

Financial Impacts:

This purchase is adequately funded in the FY 2025-26 budget under Job # RR09-26 GL 407-535-00-4608.

Type of Item: Consent

**CORPORATE OFFICE**

1401 W. Cypress Creek Rd., Ste. 100
Fort Lauderdale, FL 33309
Phone 954.974.6610
Fax 954.974.6182



Quotation

NUMBER: B02011598 Rev 1**DATE:** September 17, 2025**TO:** Ocoee WWTF**REF.:** Project Name: Ocoee WWTF
Project Location: Ocoee, FL
Original Serial #: 2015056
Rebuild #: n/a
Specification Sec.: n/a

Attn: Bruce Chiesa
Tel: 407-353-6417
Fax:
E-Mail: bchiesa@ocoee.org

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and is pleased to provide this **Rebuild/Retrofit Quotation** for the following:

ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN

Existing Units: 1
Unit #: 2015056
Model: Inflomax

1.A Existing Equipment:

Description

Screen Width: 2'-10.5"
Solids Discharge Height: 8.5 ft.
[as measured from the bottom of the channel to the discharge point]
Screen Angle: 75 °
Screen Opening: 6 mm
Application / Industry: Municipal

Materials of Construction

Elements: high impact polycarbonate alloy
Frame: 304 SS
Conveyor Chain: 304/410
Filter Element Shafts: 304 SS
Side Plate: high impact phenolic



1.B The following parts are recommended for replacement on one (1) unit:

2014050 Inflomax	B02011598
Ocoee WWTF	
AG-MN-A 2'-10-1/2"x8.5'DH, 304ss, 6mm	
<u>Item Description</u>	<u>Quantity</u>
Crane	2
Motor, Baldor, 2HP	1
Rotating Brush	1
Rotating Guide Rail	1
Upper Guide Rail, 304ss	2
Lower Guide Rail, 304ss	2
Rail, front	6
Rail, rear	4
Discharge Chute Pan Seal, UHMW	1
Side Seals , Neoprene	2
Splash Guard Subassy	1
Flange Bearing, Brush	2
Bearing, Rotating Rail	2
Flange Bearing, Drive shaft	1
Front Seal Brushes 1A-6262	
Brush, 2"	1
Brush, 3"	1
Clips	
Nameplates & Labels set	1
Crane	2
<u>Screen Assembly</u>	
Side Plates 1A-5766	164
Spacer Washer	164
Conveyor Chain	164
Filter Shaft, solid, (total 80 shafts)	82
Snap Rings 3/4	164
Filter Elements 6mm	3362



ITEM 2 OFFERINGS - PURCHASE PRICE

2.A Parkson Certified On-site Rebuild with OEM Parts & Technicians (Per Unit)\$99,111.00 USD

1. Customer/owner is responsible for thoroughly cleaning, pressure washing and disinfecting the unit prior to rebuild.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Removal and reinstallation of the unit in the channel is included.
5. Parkson to supply crane.
6. Customer to disconnect electrical prior to rebuild.
7. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
8. Taxes excluded.

Rebuild / Start-Up Assistance - Included

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for \$1,850 per day plus travel and living expenses.

ITEM 3 OPTIONS FOR EXISTING UNIT(S) ONLY

1. Add/Deduct..... USD

ITEM 4 SCHEDULE, VALIDITY, PAYMENT TERMS

4.A Schedule

- Submittal Phase not required on this project.
- Parts availability: 14-16 weeks following receipt of acceptable written Purchase Order.
- Field/on-site rebuild is expected to occur approximately 4-6 weeks after all replacement parts are delivered to the jobsite, subject to mutually approved scheduling. (Prior commitments may dictate schedule variations). However, in no event shall Parkson be the sole cause of delaying the scheduled start of the rebuild more than 90 days after parts delivery.

4.B Validity:

Price is valid for thirty (30) calendar days from Quotation date, for shipment of Equipment within the timetable stated above.



4.C Payment Terms:

- 90% upon shipment of parts; 10% upon rebuild completion, NTE 90-days after shipment should rebuild be delayed by other than Parkson.

All payments are NET 30 days.

COMMERCIAL ITEMS

WARRANTY

As defined in Section XVI on the attached Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Inflamax by an on-site certified rebuild.

Installation labor of parts or parts not ordered as part of a rebuild package have a 90-day warranty.

DRAWINGS AND INSTALLATION, OPERATION AND MAINTENANCE (IO&M) MANUALS:

1. Approval Drawings: Not required
2. Certified Drawings: Not required
3. IO&M Manuals: Not required
4. Information Package: Two (2) (Only for UltraClean Retrofit)

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: <http://www.parkson.com/files/documents/Sales-conditions.pdf>

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

CLARIFICATIONS AND EXCEPTIONS:

Parkson is not in receipt of any plans and specifications. The equipment quoted above is based upon Parkson's current standards and may or may not comply with any specification that may exist. Parkson reserves the right to revise this quotation upon receipt of any plans and specifications.



BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

Getting the Unit ready for the Rebuild/Retrofit

- Upon disassembly in our shop or on-site, if any unforeseen parts or structural repairs are discovered, Parkson Corporation will notify the customer prior to commencement of any repairs which will be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.
- Removal and installation of Aqua Guard unit in channel, includes and is not limited to:
 1. High pressure washing of the unit / removal of all solids. Additional charges and delays will occur if it is necessary for our crew / factory to send equipment out for cleaning and solids disposal.
 2. Disassembling from adjoining equipment / electrical / controls.
 3. Disconnecting shower water connections and water supply.
 4. Disconnecting controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
 5. Removing piping connections, platforms, gratings and railings unless stated otherwise.
 6. Removing any other auxiliary equipment or service not detailed above.
- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.

Getting the Site ready for the Rebuild/Retrofit (Personnel Safety is of utmost importance)

- Provide a safe work area around the equipment.
 7. If the rebuild is performed with the unit in the channel; customer/owner to cover the channel with minimum $\frac{3}{4}$ " plywood and ensure it is properly secured.
 8. If unit is tilted out of the channel customer/owner to supply a brace (spanning the channel) sufficient enough to support the weight of the unit while it is being rebuilt.
 9. Whenever possible, unit should be staged away a safe distance away from any currently utilized equipment and/or work areas.
- Provide proper ventilation inside the building
- Care and storage of rebuild components upon receipt at customer site.
- Unloading of replacement parts when they arrive on site.
- Delivered material needs to be stored at the same elevation and within 10 feet of the screen (if applicable)
- Redirect channel flow.
- Provide clean, dry channel.
- Old parts weighing 50 lbs or more should be loaded on a customer supplied forklift (or equal) in order to place them in a customer supplied dumpster.

Customer must Provide:

- At a minimum a forklift.
- Manlift, ladders
- Dumpster for all old parts [on-site rebuild only].

NOTE REGARDING CA PREVALING WAGES: Parkson, as the original equipment manufacturer, will be servicing/reconditioning its own proprietary equipment, which service may contain our proprietary trade secrets and know-how. No craft or trade would be appropriate for apprentices related to this work.



If the awarding body requires apprenticeship coverage, then Parkson would need to amend its quoted pricing and completion time.

- Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

Issued By: Carlos Robaina

Accepted By: (Herein called the Buyer)

PARKSON CORPORATION

1401 West Cypress Creek Road, Ste. 100
Fort Lauderdale, FL 33309

A handwritten signature in black ink that reads "Marty Unger".

Name: Marty Unger
Title: Regional Sales Manager
Phone: 954-383-1757
E-Mail: munger@parkson.com

Title:
Date:

Date: 9-17-2025

Local Rep: Eric Peters, PE
MTS Environmental
941-773-5051
www.mts-florida.com

CC:

2/13/25 evs



1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969
Phone 1.888.PARKSON
Fax 954.974.6182

Page 1

Sole Source Letter

To:	Bruce Chiesa	Date:	September 17, 2025
Company:	Ocoee WWTF 1810 A D Mims Rd Ocoee, FL 34761	From:	Marty Unger
Tel:	407-353-6417	Tel:	954-383-1757
Fax:		Fax:	954-252-3775
Email:	BChiesa@ocoee.org	Email:	munger@parkson.com
# Pages:	1	Cc:	
Subject Project:	Inflomax		

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts. In addition, Parkson is the only company with certified technicians capable of rebuilding/working on the subject product.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Marty Unger
Parkson Corporation



Fort Lauderdale ♦ Chicago ♦ Montreal ♦ Mumbai

www.parkson.com
technology@parkson.com

Rev 4 AF-008



Meeting Date: October 21, 2025
Item #: 13

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Replace the 3 Chlorine Tanks and Pumping System at the City of Ocoee Wastewater Treatment Plant. (Utilities Director Bolling)

Background Summary:

The Ocoee Wastewater Treatment Plant (WWTP) uses chlorine for disinfection as the final step in the wastewater treatment process. The approved City of Ocoee Budget for Fiscal Year 2025-2026 includes \$86,000 to replace the disinfection equipment, specifically the three chlorine tanks and associated pumping system. The disinfection equipment is nearing the end of its lifespan, and timely replacement is critical for compliance with the Department of Environmental Protection WWTP Permit and the City's ability to produce reclaimed water for irrigation. Guardian Equipment Inc. submitted the lowest quote at \$81,150.00 and is a single source vendor.

Issue:

Should the Honorable Mayor and City Commissioners approve the replacement of the three chlorine tanks and pumping system at the WWTP by Guardian Equipment Inc. at a cost of \$81,150.00?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the replacement of the 3 chlorine tanks and pumping system at the WWTP by contracting with Guardian Equipment Inc. at a cost of \$81,150.00, and authorize the City Manager to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. Ocoee Tanks and Skid - Guardian

Financial Impacts:

This purchase of \$81,150 is adequately funded in the FY 2025-26 budget under Job # RR09-26, GL 407-535-00-4608.

Type of Item: Consent



September 30th, 2025

Attn: Bruce Chiesa

**City Of Ocoee
1 North Bluford Avenue
Ocoee Fl, 34761**

Ref: Sodium Hypochlorite Feed System and Bulk Storage Tank Replacement

We are pleased to offer the following equipment as per your request.

(1) Triplex Skid Using TKM Metering Pumps Model KM102P106 to Deliver 27.2 GPH at 150 PSI Using the Following Components:

- Calibration Column sized for pump capacities, one per skid
- Pressure Relief Valves, one per pump
- Pulsation Dampeners, one per pump
- Diaphragm Protected Gauges, one per pump
- Back Pressure Valves, one per pump
- Lot of Sch80 PVC Piping and True Union Ball Valves
- 1" Suction Piping, 1/2" Discharge Piping
- Skid fabricated from 1/2 polypropylene with containment basin built in
- Skid mounted junction box with the following I/O
 - 4-20 mA input
 - 4-20 mA output
 - Start Command
 - Run Status
 - Pump Fault
 - In Remote

(3) 1100 Gallon Snyder Industries Double Wall Captor Tanks-HDLPE

- 18" manway
- Lifting lugs
- Necessary top fittings for installation
- 2" double bolted flange outlet
- 76" diameter x 106" height

TOTAL FOR ABOVE.....\$81,150.00

Installation of the above items is included

3 Year Tank Warranty

1 Year Skid Warranty

Freight has been included in the above pricing.

Sales Tax has not been included.

Shipment in 6-8 weeks after approvals.

Start up and training services are included in the above prices.

Please call 888-928-3700 if you have any questions.

Sincerely,

Alan Cliburn

Guardian Equipment, Inc.



Meeting Date: October 21, 2025
Item #: 14

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of the Purchase of a New Pump for Lift Station #63 Pump 1. (Utilities Director Bolling)

Background Summary:

The approved City of Ocoee Budget for Fiscal Year 2025-2026 includes \$110,000.00 in the Lift Station Repair & Replacement (R&R) budget to inspect and make necessary repairs or a pump replacement for Lift Station 63 Pump No.1. Lift Station 63 is the largest City of Ocoee lift station which is located on Security Circle, and it has been determined that the pump needs to be replaced.

Xylem is an approved sole source provider for the City of Ocoee for these pumps and has provided a quote of \$105,623.80 for replacement.

Issue:

Should the Honorable Mayor and City Commissioners approve the replacement of Lift Station 63 Pump #1 at a cost of \$105,623.80?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the purchase of a new pump for Lift Station 63 by contracting with Xylem at a cost of \$105,623.80, and authorize the City Manager to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. Ocoee LS 63 - Quote

Financial Impacts:

This is adequately funded using the approved City of Ocoee Budget for Fiscal Year 2025-2026 Lift Station R&R fund Job# RR014-26, G/L 407-535-10-4608.

Type of Item: Consent



**Xylem Water Solutions USA, Inc.
Flygt Products**

October 9, 2025

ALL BIDDING CONTRACTORS

Quote # 2025-APO-1302

Project Name: Ocoee

Job Name: LS 63

455 Harvest Time Drive

Sanford, FL 32771

Tel (407) 880-2900

Fax (407) 880-2962

Quoted Equipment

Qty	Description
1	Flygt NP 3231, 63-680, Intended for semi permanent wet installation, guiding claw included other installation components to be ordered individually Hard iron impeller and insert ring Drive Unit: 605 6 pole, 90 hp, 460 V, Std motor Cooling jacket for direct media cooling Insulated support bearing Cables Power: 2 x 50ft SUBCAB Cable Grip included. Pilot: 50ft SUBCAB ctrl screened S 24x1.5 Cable Grip included. Material Shaft: AISI 431 Stainless steel

Total Price \$ 105,623.80

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14th, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Page 1 of 3





- Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
- Tariff Changes:** The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.
- Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Sincerely,

***Xylem Water Solutions USA, Inc.
Flygt Products***

Yary Vega
Technical Sales Representative
Phone: 321-200-4497

Charles Molnar
Application Specialist

yary.vega@xylem.com

charles.molnar@xylem.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2025-APO-1302
Customer Name: ALL BIDDING CONTRACTORS
Job Name: LS 63
Total Amount: \$ 105,623.80
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





Meeting Date: October 21, 2025
Item #: 15

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Red Zone Robotics to Complete the First Stage of Gravity System Condition Assessment. (Utilities Director Bolling)

Background Summary:

The City of Ocoee's Wastewater Treatment Permit requires that the City maintain a Sanitary Sewer Collections System Action Plan to prevent sewer overflows and wastewater leakages that may endanger public health and the environment. As part of this plan, the City is required to conduct pipe condition assessments on 10% of the gravity sanitary sewer system annually for the next 10 years starting in Fiscal Year 2025/26. This information is to be used in conjunction with other infrastructure performance indicators to identify, plan for, and complete repairs, replacements, maintenance activities, expansions, and upgrades to the sewer system. An annual report must be submitted to the Department of Environmental Protection by June 30, annually. This approach creates a long-term repair plan designed to improve capital planning by matching available funds and manpower and assisting staff with planning for grant opportunities.

RedZone Robotics specializes in wastewater infrastructure condition assessments using autonomous robots specially designed to overcome challenging underground pipe conditions. RedZone Robotics is the sole owner developer, and distributor of RedZone Robotics equipment, and their software includes AI predictive tools to better prioritize repair and replacements. GPS coordinates recorded during the assessment also provide the pipe's center line and manholes for GIS mapping.

The RedZone robot is the only product that requires fewer manhole access points, minimizing impacts on traffic flow in the area and limiting the need for extensive Maintenance of Traffic (MOT). The approved City of Ocoee Budget for Fiscal Year 2025-2026 includes a \$120,000 budget for the condition assessment of 10% of the gravity sewer system (41,373 feet of linear pipe and 213 manholes). The Utilities Department has received a quote to inspect the first 10% of the total gravity system for a total cost of \$94,959.66, \$25,040.34 below the budgeted amount.

Issue:

Should the Honorable Mayor and City Commissioners approve Contracting Red Zone Robotics for the Collection System assessment and approve RedZone Robotics as a sole source vendor for the City of Ocoee?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the sanitary sewer system condition assessment by contracting with RedZone Robotics in the amount of \$94,959.66 for Fiscal Year 2025-26 and add Red Zone Robotics to the approved Sole Source List for City of

City of Ocoee • 1 N. Bluford Avenue • Ocoee, Florida 34761
Phone: (407) 905-3100 • www.occoee.org

Ocoee vendors. 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. 2025 Ocoee Proposal
2. RZ Sole Source 2025

Financial Impacts:

The cost of \$94,959.66 is adequately funded in the FY 2025-26 budget under contractual services GL 401-535-10-3400.

Type of Item: Consent

PROPOSAL

OCOEE, FL- 2025 SANITARY SEWER INSPECTION SERVICES



BASIS OF UNDERSTANDING

RedZone will provide inspection of 10% of the City of Ocoee sanitary sewer collection system. The scope of work consists of approximately 41,373LF of 8"pipe to be inspected by primarily Solo® autonomous robots. RedZone will also inspect 213 manholes utilizing Solo® Inspection technology or other 360-degree video platforms, according to NASSCO MACP Level 1. RedZone will perform any necessary site reconnaissance to ensure safe and efficient data collection. RedZone will deliver the entire collection system to the City of Ocoee via NASSCO Exports and RedZone supplied viewer software, Integrity, for advanced viewing and integration into Esri's ArcGIS platform.

DETAILS

DATE: 11/1/2025
EXPIRATION: 12/1/2025

CREATED BY: Denis Rama
CONTACT: drama@redzone.com

ENTITY INFORMATION

ENTITY INFORMATION: Ocoee Public Utilities
PHONE: 407-905-3159

CONTACT: Trent Hopper
EMAIL: Thopper@ocoe.org

VALUES AND PRICING

Description	Asset	Est. Qty	Unit	Unit Cost	Subtotal
Wastewater Pipeline Condition Assessment, Documentation, and Inspection, 8"-12" Diameter	Solo®	41,373	LF	\$1.42	\$58,749.66
Wastewater Manhole Condition Assessment, Documentation, and Inspection	Solo®	213	EA	\$170.00	\$36,210.00
INTEGRITY™ Software Annual Subscription	INTEGRITY™	1	Per Year	\$10,000.00	Included
				Total	\$94,959.66

PROPOSAL

OCOE, FL- 2025 SANITARY SEWER INSPECTION SERVICES



EXCLUSIONS AND TERMS

- Payment due 30 Days from invoice.
- RedZone excludes bonding.
- Prevailing Wage: ☐ YES ☒ NO
 - This Proposal does not include payment of prevailing wages and certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Client shall provide a wage determination sheet and/or certified payroll instructions.
- Client to provide Vendor Registration or Invoice Procedure form.
- Quantities above are estimated, and Billing will reflect actual quantities achieved.
- Recon Performed: ☐ YES ☒ NO
 - If recon of job site has not been performed, pricing above is subject to change based on field conditions.
- If access for inspection is an issue, Client and RedZone will coordinate appropriate plan for inspection prior to commencement of work and costs associated, if any.
- RedZone shall provide all the labor, equipment, and material required to perform the Project Scope.
- RedZone to provide traffic cones, if necessary. All other traffic control is responsibility of Client.
- RedZone shall work 7 days/nights a week, excluding holidays. Workplan schedule shall be coordinated with Project Managers prior to commencement of work.
- Did Client identify any additional Insurance or Safety requirements? ☐ YES ☒ NO
 - If YES, please provide details.
- Additional mobilization fee may apply, if needed for any reason.
- Signatures to be executed by authorized agents prior to commencement of work.

DELIVERABLES

Sample deliverables can be found at the following link and correspond based on robotic platform required for scope of work.

Any additional deliverable requirements should be mentioned here.

<https://redzone.app.box.com/s/x43jhcxb0m6mbqx2l3i0ax19s8223ta>

Signatures below agree to deliverable provided.

SIGNATURES

CLIENT

SIGNATURE _____

PRINT _____

TITLE _____

DATE _____

1. GENERAL CONDITIONS

These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement which services are to be performed by Consultant for the proposal recipient. To the extent that there is any conflict between the terms and conditions contained herein and the Agreement, the terms and conditions of the Agreement shall control.

2. CUSTOMER'S RESPONSIBILITIES

Customer shall be responsible for all requirements and instructions that it furnished to Consultant pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Customer to Consultant pursuant to this Agreement. Consultant may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. Customer shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement. Customer shall inform Consultant in writing of any specific requirements of safety or security programs that are applicable to Consultant, as a visitor to any Site under study in advance of performing services. If Consultant cannot continue its work due to circumstances caused or allowed by Customer's act or omission and to the extent such Customer does not provide written notice to Consultant of such circumstance a reasonable period of time prior to Consultant commencing (or attempting to commence) work, then Consultant reserves the right to charge Customer for downtime and hourly costs and expenses on a time and material basis, including without limitation modification of travel or lodging plans.

3. TERMS OF PAYMENT

Customer shall pay Consultant as set forth in the Agreement.

4. PRE-EXISTING CONDITIONS

Consultant will not be responsible for liability, loss, or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of Consultant's work at the location in question

5. ENVIRONMENTAL CONDITIONS

Unless caused by the negligence or willful misconduct of Consultant, Consultant shall not be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of the project.

6. SCOPE LIMITATIONS

Any material, equipment, structure, or service item that is not explicitly a part of this Agreement is specifically excluded from Consultant's Work.

7. PERFORMANCE DATES

Consultant shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Consultant's reasonable delays. Further, Consultant shall not be responsible for delays in the project cause by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

8. CONTRACT AMENDMENTS

The following contract amendment procedure is to be used for work performed for the Customer by Consultant, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Consultant and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed regarding scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Consultant will perform the work and bill the Customer in accordance with Section 3 of the Agreement. For time and materials work, back-up documentation will be provided.



October 8, 2025

Re: Sole Source Guarantee from RedZone Robotics

To whom it may concern:

This letter serves to guarantee that RedZone Robotics, Inc., is the sole owner, developer, and distributor of RedZone Robotics equipment such as the Solo® autonomous robots, Profiler® and Responder® Multi-sensor (MSI) robotic platform, and Integrity™ Cloud Data Management Platform. No other individual, company, or group is authorized, at any time, to sell, support, or distribute RedZone's equipment or software services.

Please find the attached detailed qualifications of RedZone's equipment and services. We thank you for considering our technology. If you have any questions or require any additional information, please feel free to contact me.

Sincerely,

Chris White

VP of Data Services

412.476.8980

cwhite@redzone.com



Meeting Date: October 21, 2025
Item #: 16

Contact Name: Jen Bolling
Contact Number: Ext. 4021

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Rehabilitate Ocoee Lift Stations 42,49,50,52, and 53 and Piggyback RCM City of Zephyrhills Contract. (Utilities Director Bolling)

Background Summary:

As part of the approved City of Ocoee budget for Fiscal Year 2025-2026, the Wastewater Facilities Repair & Replacement (R&R) fund includes a budget to rehabilitate the wet well at Lift Stations 42,49,50,52, and 53, in the combined amount of \$192,000.00.

RCM Utilities (RCM) has performed similar work for the City of Ocoee and provided a series of quotes totaling \$182,723.76 for rehabilitation and lining work. RCM is currently under contract with the City of Zephyrhills for "Water & Wastewater Miscellaneous Construction/Maintenance Service", providing this opportunity to piggyback on the City of Zephyrhills Water & Wastewater Miscellaneous Construction/Maintenance Service contract.

Issue:

Should the Honorable Mayor and City Commissioners approve to piggyback the City of Zephyrhills Contract 41-19-30C for RCM to rehabilitate Lift Stations 42,49,50,52, and 53?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the rehabilitation of Lift Stations 42,49,50,52, and 53 by RCM utilizing the City of Zephyrhills Contract 41-19-30C. 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. RCM Lift Station 42 Proposal
2. RCM Lift Station 50 Proposal
3. RCM Lift Station 52 Proposal
4. RCM Lift Station 53 Proposal
5. RCM Lift Station 49 Proposal
6. Zephyrhills Contract

Financial Impacts:

The rehabilitation cost is fully funded in the FY2025-2026 budget for Wastewater Field Repair & Replacement (R&R) fund under Job# RR014-26, GL 407-535-10-4608.

Type of Item: Consent



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 33381844
Estimate Date 10/13/2025

Billing Address
City Of Ocoee
1 Bluford Avenue
Ocoee, FL 34761 USA

Job Address
Lift Station 42
1 Bluford Avenue
Ocoee, FL 34761 USA

Description of work

Lift Station 42

RCM Utilities to supply all equipment and materials for the following scope of supply:

- Supply and maintain duplex bypass system with emergency alarm system
- Demolish and remove existing base elbows & risers from elbows too the existing check valves
- Install (2) new 4" flight base elbows
- Install new 4" HDPE risers from base elbows to the existing check valves
- New SS 316 HDPE bracing to be installed as needed.

NOTES

- RCM titles warrants all supplied materials and workmanship to be free of defects for a period of one year after installations
- This proposal is for base elbows and risers ONLY
- This proposal DOES NOT include a line stop as it should not be needed
- Site restoration to include backfill and compact only, any sod, seed, and other landscape to be provided by others
- Existing pumps and pump flange adaptors to be reused
- City of Ocoee is to vac wet well system for RCM to complete scope of work soon as station is on bypass

Sub-Total	\$24,121.83
Tax	\$0.00
Total Due	\$24,121.83
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS

ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

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those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.

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6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

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10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 33378802
Estimate Date 10/13/2025

Billing Address
City Of Ocoee
1 Bluford Avenue
Ocoee, FL 34761 USA

Job Address
Lift Station 50
1 Bluford Avenue
Ocoee, FL 34761 USA

Description of work

Lift Station 50

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

- Supply and maintains a duplex bypass system with emergency alarm monitoring system.
- Demolish and remove existing base elbows, risers, and check valves.
- Install new (2) flight base elbows (4")
- New 6" HDPE riser from base elbows to check valves
- (2) New 6" check valves (swing checks)

****NOTES****

- RCM warrants all supplied materials and workmanship to be free of defects for a period of one year after installations
- This proposal DOES NOT include a line stop as one should not be needed for the scope of work proposed
- City of Ocoee is to vac out wet well once station is on bypass
- This proposal DOES NOT include new plug valves
- Site restoration is to include backfill and compact only. All sod, seed, and other landscape to be performed by others

Sub-Total	\$39,280.26
Tax	\$0.00
Total Due	\$39,280.26
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

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Approved By: _____ Date: _____



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Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 33380711
Estimate Date 10/13/2025

Billing Address
City Of Ocoee
1 Bluford Avenue
Ocoee, FL 34761 USA

Job Address
Lift Station 52
1 Bluford Avenue
Ocoee, FL 34761 USA

Description of work

Lift Station 52

RCM Utilities to supply all materials and labor for the following scope of supply:

- Supply and maintain a duplex bypass system with emergency alarm monitoring devise
- Demolish and remove existing base elbows, risers, and valving in valve box.
- Install (2) new 4" flygt base elbows, 4" hdpe risers over to check valves, (2) new 4" check valves, and (2) 4" plug valves.

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installations
- City of Ocoee is to vac wet well once it is on bypass
- Proposal DOES NOT include Line stop if needed line stop pricing will be added to final billing
- Site restoration to include backfill and compact only. All sod, seed, and other landscape performed by others

Sub-Total	\$39,773.89
Tax	\$0.00
Total Due	\$39,773.89
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

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Approved By: _____ Date: _____



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 33377515
Estimate Date 10/13/2025

Billing Address
City Of Ocoee
1 Bluford Avenue
Ocoee, FL 34761 USA

Job Address
Lift Station 53
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Description of work

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RCM Utilities to supply all materials and labor for the following scope of supply:

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- Demolish and remove existing base elbows, risers, and valving in valve box.
- Install (2) new 4" flygt base elbows, 4" hdpe risers over to check valves, (2) new 4" check valves, and (2) 4" plug valves.

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installations
- City of Ocoee is to vac wet well once it is on bypass
- Proposal DOES NOT include Line stop if needed line stop pricing will be added to final billing
- Site restoration to include backfill and compact only. All sod, seed, and other landscape performed by others

Sub-Total	\$39,773.89
Tax	\$0.00
Total Due	\$39,773.89
Deposit/Downpayment	\$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS

ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after

installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.

3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 33379690
Estimate Date 10/13/2025

Billing Address
City Of Ocoee
1 Bluford Avenue
Ocoee, FL 34761 USA

Job Address
Lift Station 49
1 Bluford Avenue
Ocoee, FL 34761 USA

Description of work

Lift Station 49

RCM Utilities to supply all materials and labor for the following scope of supply:

- Supply and maintain a duplex bypass system with emergency alarm monitoring devise
- Demolish and remove existing base elbows, risers, and valving in valve box.
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Sub-Total	\$39,773.89
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Approved By: _____ Date: _____

GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT

THIS GENERAL CONSTRUCTION CONTINUING SERVICES AGREEMENT (the “Contract”), made this 14th day of July 2025, between CITY OF ZEPHYRHILLS a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (hereinafter referred to as “CITY” or “Owner”), and RCM Utilities, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida, having its principal office at 1451 Pine Grove Road, Eustis, FL 32736 (hereinafter referred to as “Contractor”).

WHEREAS, CITY desires to obtain services as stated in the Request for Proposal RFP #2025-004 incorporated herein by reference from Contractor for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Professional Services-City Wide Continuing Service Projects") and issued RFP #2025-004 to find qualified professionals to fulfill the need for these services. Pursuant to Section 255.103(4), Florida Statutes, the total construction cost of each individual project shall not exceed \$7,500,000.00. Although the primary professional service sought by the contract is for general construction services, this Contract may cover other construction services if Contractor possesses the professional licensing and registration to legally perform these services. Further, Contractor may hire others who are properly licensed to perform construction services; and

WHEREAS, the Term of Contract is three (3) years after CITY approves the Contract, and CITY may, at its option, at a regular or special City Council meeting; renew this Contract at the end of the Term for an additional renewal term of two (2), three (3) year terms for a maximum term of nine years; and

WHEREAS, CITY retains Contractor, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by CITY, and CITY agrees to compensate Contractor for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Contractor is available to provide services, in accordance with prior, mutually agreed upon conditions, and CITY has complied with all requirements of Section 287.055, Florida Statutes the “Consultants Competitive Negotiations Act,” in the selection of Contractor and negotiations for this Contract; and

NOW, THEREFORE, CITY and Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.
2. **Incorporation of Request for Qualification and Response.** Request for Proposal (RFP) #2025-004 is incorporated into this Contract by reference. Contractor’s response to the RFP is attached hereto and incorporated herein as Exhibit A.
3. **Scope of Services.**
 - (a) Contractor agrees to furnish and perform general construction services during design and construction phases of a Continuing Service Project ("Project" or “Task Assignment”) in accordance with the terms and conditions set forth herein in accordance with generally accepted

professional standards to achieve a total cost to CITY which does not exceed the Project Budget. The scope of services (hereinafter referred to as "Basic Services") to be performed by Contractor under this Contract, to the satisfaction of CITY, shall be identified in Task Assignment. Contractor agrees to furnish and perform Basic Services and construction phase services as may be required in the specific scope of work and enumerated and described in the Task Assignment, in connection with Continuing Service Projects. Contractor further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Hourly Labor Rates and Unit Rates for Basic and Additional Services is found in Exhibit B – Hourly Rate Schedule. No Additional Services shall be furnished by Contractor unless specifically requested and authorized by CITY in writing.

- (b) Continuing Service Projects shall be designed in accordance with all applicable Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved, or the work is performed.
- 4. **Project Construction Budget.** Contractor shall be provided with an individual Project Construction Budget for each Continuing Services Contract (Task Assignment). By accepting a Task Assignment, Contractor acknowledges that the Project Construction Budget is of the essence of this Contract and Contractor agrees to perform, in accordance with generally accepted professional standards.
 - (a) Although CITY looks to Contractor for the responsibility of design meeting CITY's Project Construction Budget, CITY may hire a cost consultant to verify costs on specific projects. Contractor shall cooperate with the CITY's cost consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of Continuing Service Projects.
 - (b) The Construction Budget shall be defined as the total budget identified for the construction of Continuing Service Projects.
- 5. **Time of Completion.** Contractor shall commence Basic Services upon receipt of the Notice to Proceed and a purchase order issued by CITY. Contractor shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon in writing on a project by project basis. Contractor shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. Contractor shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required because of delays caused solely by Contractor, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Contractor, the CITY will not compensate Contractor for the delay caused by Contractor; however, the cost associated with that portion of any such delay not caused by Contractor shall be compensated as an Additional Service.
- 6. **Fees.** CITY agrees to pay to Contractor for Basic Services, based upon Exhibit B – Hourly Rate and Unit Rate Schedule, Contractor will give CITY a detailed written proposal for the work, and shall identify the number of hours of work by category of workers performing the service. The

categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Contractor under this Contract for said services if the actual cost of construction or work to be designed by Contractor exceeds the proposal or budget.

- (a) Initiation of services shall be upon receipt of the Notice to Proceed and a purchase order basis, referencing a written proposal for services related to this Contract.
- (b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month.
- (c) The responsibility of Contractor for performing its obligation under this Contract and under the construction contract(s) is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Contractor agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.
- (d) Contractor's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit B – Hourly Rate and Unit Rate Schedule.
- (e) Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.
- (f) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.

7. **Ownership of Documents.** Contractor shall make available to CITY all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to CITY by Contractor pursuant to this Contract (hereinafter referred to as the "Original Work Product").

- (a) Contractor shall deliver reproduced copies of all Original Work Product to CITY upon completion, unless it is necessary for Contractor, in CITY's sole discretion, to retain possession for a longer period of time. Upon early termination of Contractor's services, Contractor shall deliver all Original Work Product, whether complete or not. CITY shall have the right to use any and all work product. Contractor shall retain copies for its permanent records; however, the same cannot be used without CITY's prior express written consent. Contractor agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof, which if constructions or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Contractor.

- (b) CITY exclusively retains all ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for CITY as the author, creator, or inventor thereof upon creation, and CITY shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Contractor shall assign to CITY, all rights without limitation, including the copyright with respect to such work.

8. **Insurance.**

- (a) Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed Contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.
- (b) Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.
- (c) If the Continuing Service Project includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.
- (d) All such insurance required in paragraph (a) shall be with companies and on forms acceptable

to CITY, shall name CITY, and its agents, employees, and assigns as additional insured, except the policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to CITY. Certificates of insurance and copies of all policies shall be furnished to CITY within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required hereunder, without any lapse of coverage to CITY whatsoever.

- (e) Contractor will provide to CITY, within 10 days after the date of this Contract, (1) the original of the policy evidencing the existence of such insurance coverage, which CITY shall copy and return to Contractor within Seven (7) days, (2) proof acceptable to CITY that the premium for such policy for a period ending no earlier than 6 months after the date of this Contract has been paid in full by Contractor, and (3) a certificate of the insurer addressed to CITY evidencing the existence of such insurance coverage. Contractor will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Contractor will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Contractor agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Contractor for all times subsequent to the date of this Contract.

9. **Representations.** Contractor hereby represents to CITY that:

- (a) It has the experience and skill to perform the services required to be performed by this Contract.
- (b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require Contractor to remove, and Contractor shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.
- (c) It shall design to and comply with applicable non-conflicting federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by CITY, provide certification of compliance with all registration and licensing requirements.
- (d) It shall perform said services in accordance with generally accepted professional standards in an expeditious and economical manner.
- (e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.
- (f) The designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services of Contractor shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.

10. **Expense Records.** Contractor agrees to keep and maintain all of its direct personnel expense records, consultant and subcontractor expense records, and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Contractor and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Contractor agrees to keep and maintain accurate time records to within the nearest one tenth of an hour for each time entry, of all work performed by employees of Contractor, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.

11. **Termination, Suspension, Disputes, or Abandonment.** The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon thirty (30) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.
 - (a) If Continuing Service Projects are terminated or suspended by CITY, CITY shall pay Contractor all fees which have become due and payable to Contractor for that portion of the work of Contractor properly completed prior to such abandonment or suspension, and CITY shall have no further obligation to Contractor for payment to Contractor of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Contractor, at the option of CITY, shall complete the services of Contractor under this Contract upon resumption by CITY of Continuing Service Projects, and Contractor shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Contractor under this Contract unless and until Contractor has attained and completed that stage of work where the same would be due and payable.

 - (b) In the event of any such suspension or termination without cause, CITY shall pay to Contractor only that portion of the fee and compensation hereunder for the Basic Services of Contractor which has become due and payable to Contractor under the provisions of this Contract, and the remainder of Contractor's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by Contractor as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Contractor to the contrary, Contractor shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Contractor shall perform its remaining services in accordance with the terms of this Contract and Contractor shall be entitled to time extension equal to the period of suspension.

 - (c) If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that

termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

12. **Assignability.** This Contract is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of CITY, which consent CITY may withhold in its sole discretion.
13. **Errors and/or Omissions.** Contractor shall be obligated and responsible to CITY for, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) negligent errors and/or omissions made by Contractor in the designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services pursuant to this Contract and the project's Scope of Services for Contractor, and (2) negligent acts or omissions on the part of Contractor in any designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services or in the performance of any other services under this Contract and the project's Scope of Services for Contractor. It is the intent of the parties hereto that Contractor be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Contractor under this Agreement. CITY will hold Contractor harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.
14. **Subcontractors/Separate contractors.**
 - (a) Any proposed subcontractors shall be submitted to CITY for approval prior to Contractor entering into a subcontract agreement. Such approval by CITY shall not be unreasonably withheld. CITY shall not be liable to Contractor in any manner whatsoever arising out of the CITY's objection to a proposed subcontractor.
 - (b) Contractor shall coordinate the services and work product of any subcontractor and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services furnished by Contractor or its subcontractors, and Contractor shall review and approve any designs, drawings, specifications, shop drawings, submittals, work, materials, processes of manufacture, methods of construction, or other services produced or furnished by any subcontractors prior to submittal to CITY. Contractor shall correct or revise any of its errors or deficiencies in the designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services produced pursuant to this Contract and shall provide CITY with such corrected or revised designs, drawings, specifications, work, materials, processes of manufacture, methods of construction, and other services incorporating such corrections or revisions at its sole cost and expense.
 - (c) Any subcontractor agreement shall reflect the terms of this Contract and require the subcontractor, to the extent of the services to be performed by the subcontractor, to assume toward Contractor all the obligations which Contractor by this Contract assumes toward CITY, it being understood that nothing herein shall in any way relieve Contractor from any of its duties under this Contract.

- (d) Contractor shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate contractor, in any fashion appropriate or necessary to facilitate the construction of Continuing Service Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Contractor shall accept any assignment of any agreement or contract CITY may have with any separate contractor.

15. **Indemnification.** Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the agreement of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

16. **Governing Law.** This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Contractor arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be submitted to the Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.
17. **Entire Agreement.** This Contract, together with any other documents incorporated herein by reference, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related exhibits, proposals, and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Contract shall control. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

18. **Evaluation.** Contractor will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the construction of Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Contractor's past performance and may be included in the review process for future solicitations for services. A copy of the evaluation(s) will be provided to Contractor upon request.
19. **Independent Contractor.** Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Contract.
20. **Notices.** All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

RCM Utilities, LLC
ATTN: Nick Sellers
1451 Pine Grove Road
Eustis, FL 32726
nick@rcmutilities.com
allen@rcmutilities.com
bob@rcmutilities.com

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542
wpoe@ci.zephyrhills.fl.us

With copy to:

Matthew E. Maggard, Esq.
Shumaker, Loop & Kendrick, LLP
13134 US Highway 301
Dade City, Florida 33525
mmaggard@shumaker.com

21. **MISCELLANEOUS PROVISIONS.**

- (a) The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin,

or disability, in connection with its performance under this Contract.

- (b) The continuing services to be provided by Contractor pursuant to this Contract shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.
- (c) This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.
- (d) The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.
- (e) All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.
- (f) In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.
- (g) This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.
- (h) The City may withhold any payment in an amount that is sufficient to pay the direct costs and expenses the City reasonably expects to incur to protect City from liabilities for which Contractor is responsible
- (i) The City reserves the right to audit the records of the Contractor covered by this Contract at any time during the provision of Services and for a period of three (3) years after final payment is made under this Contract.

22. PUBLIC RECORDS. IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

[The remainder of this page is intentionally left blank.]

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER

CITY OF ZEPHYRHILLS, FLORIDA

By: Charles E. Proctor
Charles E. Proctor
City Council President

ATTEST:

By: Ricardo Quiñones
Ricardo Quiñones, City Clerk

CONTRACTOR

RCM UTILITIES, LLC

By: Francis A. Bates III
Name: Francis A. Bates III
Its: VP / CFO

ATTEST:

By: Melissa Moss
Name: Melissa Moss
Its: Controller / Secretary

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Man Lifts	1	HR	\$50.00	\$50.00
2	Telescoping boom Man Lifts with PlatForm	1	HR	\$60.00	\$60.00
3	Bucket Trucks	1	HR	\$0.00	\$0.00
4	Air Compressors - Under 1000 CFM	1	HR	\$125.00	\$125.00
5	Air Compressors - Over 1000 CFM	1	HR	\$125.00	\$125.00
6	Steel Roadway Plates	1	HR	\$0.00	\$0.00
7	Earthmoving Equipment	1	HR	\$0.00	\$0.00
8	Skid Steer Loaders	1	HR	\$100.00	\$100.00
9	Bulldozers	1	HR	\$0.00	\$0.00
10	Hydraulic Excavators with Operator	1	HR	\$200.00	\$200.00
11	Mini Excavators with Operator	1	HR	\$150.00	\$150.00
12	Loader-Backhoes with Standard Bucket	1	HR	\$125.00	\$125.00
13	Loader-Heavy Duty Construction	1	HR	\$250.00	\$250.00
14	Tractors	1	HR	\$150.00	\$150.00
15	Trench Boxes/Trench Shields	1	HR	\$75.00	\$75.00
16	Road Graders	1	HR	\$0.00	\$0.00
17	Portable Sediment Tank	1	HR	\$0.00	\$0.00
18	Tripod Mounted Floodlights	1	HR	\$25.00	\$25.00
19	Trailer Mounted Floodlights	1	HR	\$50.00	\$50.00
20	Generator - Portable - Gas or Diesel	1	HR	\$50.00	\$50.00
21	Generator - 13000 Watt	1	HR	\$50.00	\$50.00
22	Transformer - Step Down	1	HR	\$25.00	\$25.00
23	Portable Panel	1	HR	\$50.00	\$50.00
24	Fusible Disconnect - Portable	1	HR	\$25.00	\$25.00
25	Back Hoe with Operator	1	HR	\$140.00	\$140.00
26	Transfer Switch - Portable	1	HR	\$25.00	\$25.00
27	Operator	1	HR	\$95.00	\$95.00
28	Mowers - Walk Behind - Lawn	1	HR	\$0.00	\$0.00
29	Mowers- Walk Behind - Deck Mower	1	HR	\$0.00	\$0.00
30	Hydraulic Jacks - Manual	1	HR	\$0.00	\$0.00
31	Hydro Tank - 1500 Gallon Temporary	1	HR	\$50.00	\$50.00
32	Hydro Tank - 3000 Gallon Temporary	1	HR	\$50.00	\$50.00
33	Hydro Tank - 10000 Gallon Temporary	1	HR	\$100.00	\$100.00
34	Aerator for Ground Storage Tank	1	HR	\$50.00	\$50.00
35	Infiltrator MH Leak Stop Plus Labor	1	HR	\$300.00	\$300.00

36	Concrete Mixer with Crew - Portable	1	HR	\$250.00	\$250.00
37	Sand Blast Trailer Rig with Crew	1	HR	\$250.00	\$250.00
38	Compactor with Operator	1	HR	\$100.00	\$100.00
39	Pressure Washers - 2000 - 3500 PSI	1	HR	\$50.00	\$50.00
40	Vacuums - High Volume	1	HR	\$0.00	\$0.00
41	Floor Drying Fans - Portable	1	HR	\$0.00	\$0.00
42	Roof Swing Hoist	1	HR	\$0.00	\$0.00
43	Portable Trash Pumps - Gas Powered	1	HR	\$25.00	\$25.00
44	Submersible Pumps - 3 Phase	1	HR	\$50.00	\$50.00
45	Suction Hose with Couplings	1	HR	\$20.00	\$20.00
46	Sewage Bypass Pump with Hoses	1	HR	\$150.00	\$150.00
47	Discharge Hose with Couplings	1	HR	\$25.00	\$25.00
48	HDPE Pipe with Couplings	1	HR	\$25.00	\$25.00
49	Air Handling Unit	1	HR	\$0.00	\$0.00
50	CCTV Camera Trailer with Operator	1	HR	\$500.00	\$500.00
51	Trucks - Rear Dump with Crew	1	HR	\$300.00	\$300.00
52	Trucks - Vacuum - 2 man crew	1	HR	\$350.00	\$350.00
53	Trucks - Water with operator	1	HR	\$300.00	\$300.00
54	Trucks - Boom with operator	1	HR	\$50.00	\$50.00
	Total				\$4,940.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Insulator	1	HR	\$0.00	\$0.00
2	Brick Layer	1	HR	\$0.00	\$0.00
3	Fencing - Worker	1	HR	\$0.00	\$0.00
4	Fencing - Foreman	1	HR	\$0.00	\$0.00
5	Roofer	1	HR	\$0.00	\$0.00
6	Roofer - Foreman	1	HR	\$0.00	\$0.00
7	Carpenter	1	HR	\$0.00	\$0.00
8	Electrician	1	HR	\$110.00	\$110.00
9	Plumbing	1	HR	\$110.00	\$110.00
10	AC/HVAC	1	HR	\$0.00	\$0.00
11	Equipment Operator - Heavy	1	HR	\$0.00	\$0.00
12	Equipment Operator - Light (Backhoe, Skid, Loader)	1	HR	\$150.00	\$150.00
13	Laborer	1	HR	\$75.00	\$75.00
14	Millwork	1	HR	\$0.00	\$0.00
15	Painter	1	HR	\$0.00	\$0.00
16	Sheet Metal Worker	1	HR	\$0.00	\$0.00
17	Sprinkler Installer	1	HR	\$0.00	\$0.00
18	Fire Alarm Systems	1	HR	\$0.00	\$0.00
19	Tile Layer	1	HR	\$0.00	\$0.00
20	Welder	1	HR	\$95.00	\$95.00
21	Sewer Pipe Cleaner	1	HR	\$0.00	\$0.00
22	Flag Person / MOT	1	HR	\$50.00	\$50.00
23	Utility / Underground Laborer	1	HR	\$75.00	\$75.00
24	Supervisor	1	HR	\$95.00	\$95.00
25	Foreman	1	HR	\$80.00	\$80.00
26	Helper - Labor Only	1	HR	\$75.00	\$75.00
27	Backflow Technician	1	HR	\$75.00	\$75.00
	Total				\$990.00



Meeting Date: October 21, 2025
Item #: 17

Contact Name: T'Jean Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Intent to Annex Agreement with MPJ Realty USA, LLC. (Utilities Director Bolling)

Background Summary:

MPJ Realty USA, LLC (MPJ), a business that owns 3376 Seminole Street (Property), approached the City requesting water service for the Property. MPJ intends to make improvements consisting of a lot split and building two single-family residences. Addresses for this parcel after the lot split will be 3376 and 3206 Seminole Street.

The Property is currently located in Unincorporated Orange County, outside of Ocoee's Joint Planning Area Boundary and City Limits and within the City's Water Service Territory. The City has an available water main directly north of the Property on Seminole St., which can be used to provide water service; however, the property owner must sign an intent to Annex for connection. Water service has already been provided under similar circumstances to the adjacent Property —3206 Seminole St—following a request from the owner (2004).

Staff worked with the City Attorney to modify the Standard Intent to Annex Agreement to address municipal boundary references and add the following language:

- The Owner agrees, upon request of the City, to apply for an amendment to the Joint Planning Area Agreement for the purpose of including the Property within the Joint Planning Area; and
- The Owner agrees to not object to any amendment to the Joint Planning Area Agreement that would include the Property within the Joint Planning Area; and

MPJ must execute the modified Intent to Annex Agreement and pay all fees associated with the water connections and water service upfront and prior to any construction of the water services.

Issue:

Should the Honorable Mayor and City Commissioners approve the Intent to Annex Agreement with MPJ Realty USA, LLC?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Intent to Annex agreement with MPJ Realty USA, LLC.

Attachments:

1. 3376 Seminole St Intent to Annex Modified

Financial Impacts:

There is no financial impact as MPJ is responsible for all costs associated with connection.

Type of Item: Consent

**THIS INSTRUMENT
SHOULD BE RETURNED TO:**

Richard S. Geller, Esq.
Fishback Dominick
1947 Lee Road
Winter Park, FL 32789

AFTER RECORDING RETURN TO:

City of Ocoee City Clerk
1 North Bluford Avenue
Ocoee, Florida 34761

Tax Parcel Identification Number: **29-22-28-0740-02-010**

ANNEXATION AGREEMENT FOR UTILITY SERVICE

THIS ANNEXATION AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 20____, by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 1 North Bluford Avenue, Ocoee, Florida 34761 (the “City”) and **MPJ Realty USA, LLC, a Florida limited liability company**, whose mailing address is **407 Lincoln Rd., STE PH-NE, Miami Beach, FL 33139** (the “Owner”).

W I T N E S S E T H:

WHEREAS, the Owner owns certain real property located at **3376 Seminole St., Gotha, Florida 34734**, Tax Parcel Identification Number **29-22-28-0740-02-010**, as more particularly described in **Exhibit “A”**, which is attached hereto and by this reference made a part hereof (the “Property”); and

WHEREAS, the Property is located within the City utility territorial areas as set forth in the Territorial Agreements (as defined below); and

WHEREAS, the Property is not located within the Joint Planning Area, as defined in Joint Planning Area Agreement dated December 3, 2019, between the City and Orange County, as it may be amended from time to time (the “Joint Planning Area Agreements”), nor does the Property currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the Owner of the Property has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide potable water, sewer and/or reclaimed water service (hereafter “Utilities”) to the Property; and

WHEREAS, in consideration of the City providing water service to the Property, the Owner agrees, upon request of the City, to apply for an amendment to the Joint Planning Area Agreement for the purpose of including the Property within the Joint Planning Area; and

WHEREAS, the Owner agrees to not object to any amendment to the Joint Planning Area Agreement that would include the Property within the Joint Planning Area; and

WHEREAS, in consideration of the City providing Utilities service to the Property, the Owner desires to voluntarily petition the City to annex the Property pursuant to Section 171.044, Florida Statutes; provided, however, at this time the City cannot annex the Property because the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the Owner agrees that at the time the City makes a determination that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, and upon the request of the City, the Owner shall execute all applications and documents required by the City, pay all applicable fees, costs, and expenses, and provide all documentation required by Florida law, including, but not limited to, Section 171.044, Florida Statutes, necessary for the voluntary annexation of the Property.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION 1. Recitals. The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION 2. Annexation.

A. The Owner and the City acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes. The Owner and the City further acknowledge and agree that the petition cannot be processed at this time because the Property does not meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes.

B. The City shall have the right, but not the obligation, to process the petition; provided, however, that the petition shall not be processed by the City unless and until a determination is made by the City, in its sole and absolute discretion, that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, or such other provisions of the Florida Statutes as may then be applicable to voluntary annexations. Following such determination by the City and upon the written request of the City, the Owner shall within thirty (30) days of receipt of such written request from the City, (i) execute all applications and documents required by the City at the time of such request in order to process the Owner's petition for voluntary annexation including, but not limited to, the Application for Annexation and Initial Rezoning Consistent with the Ocoee Comprehensive Plan and the Annexation and Initial Zoning Hold Harmless Agreement; (ii) pay all applicable fees, costs, and expenses associated with the petition for voluntary annexation as required by the City; and (iii) provide all documentation required by Florida law, including, but not limited to, Section 177.044, Florida Statutes, for the voluntary annexation of the Property including, but not limited to, a metes and bounds legal description of the Property. Following the Owner's compliance with the

foregoing, the City shall have the right, but not the obligation, to process this petition for voluntary annexation without further action and/or request of the Owner.

C. In the event the City determines, in its sole and absolute discretion, that the requested annexation is inconsistent with the Ocoee Comprehensive Plan, the Owner must apply for a Comprehensive Plan Amendment and pay the applicable development review fees in connection therewith. In the event the City determines, in its sole and absolute discretion, that a developer agreement is required in connection with the annexation, then the Owner must pay the applicable development review fees in connection therewith. The Owner shall pay such additional development review fees as may be required by the Code of the City of Ocoee in effect at the time of annexation.

D. The Owner acknowledges and agrees that this Agreement does not in any way obligate or require the City to annex the Property or grant to the Owner any particular zoning which may be requested in connection with such annexation.

E. The Owner acknowledges and agrees that any zoning granted to the Owner in connection with the Property shall be consistent with the terms and conditions of the Joint Planning Agreement as it may be amended from time to time.

SECTION 3. Utilities Service.

A. Subject to the terms, conditions and limitations set forth in this Agreement, the City agrees to provide Utilities service to the Property upon compliance by the Owner with all applicable regulations of the City and the payment all fees, costs and expenses associated therewith. The Owner shall execute all developer agreements for water as required by the City in connection with the provision of water service to the Property.

B. This Agreement does not in any way reserve any potable water, sewer and/or reclaimed water capacity or guarantee the availability thereof.

C. The Owner acknowledges and agrees that the Property is not located in the corporate limits of the City and that water and sewer capital charges as established by the City from time to time shall be charged at the same rate to consumers within the corporate limits of the City plus a surcharge equal to fifteen percent (15%) of such water capital charges or such other charges as the City may impose from time to time. The Owner agrees to pay all water capital charges and surcharges as required by the City.

D. The Owner acknowledges and agrees that for so long as the Property is not located within the corporate limits of the City, the monthly rates and charges for water, sewer and reclaimed water services, as established by the City from time to time shall be charged at the same rate charged to consumers within the corporate limits of the City plus a surcharge equal to fifteen percent (15%) of such monthly rates and charges for water service or such other surcharge as the City may impose from time to time. The Owner agrees to pay all such charges for water service and surcharges as required by the City.

SECTION 4. Agreement Runs with the Land. In consideration of the City providing water service to the Property, the Owner and the City acknowledge and agree that this Agreement is irrevocable and, further, this Agreement and all other rights and obligations of the parties

hereunder are intended to and shall run with the Property, and shall bind, and inure to the benefit of, the parties hereunder and their respective successors in title.

SECTION 5. Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement and that the Property is free and clear of all liens and encumbrances except for the lien of the mortgages recorded at official records [DOC# 20230184447] public records of Orange County, Florida.

B. The City makes no representations or warranties with regard to this Agreement and reserves the right to process Owner's petition for voluntary annexation in its sole and absolute discretion.

SECTION 6. Title Evidence and Survey.

A. As a condition precedent to the execution of this Agreement by the City, the Owner shall provide title evidence, in a form and substance satisfactory to the City, showing the Owner as the owner of fee simple title to the Property. Such title evidence shall also show whether the Property is encumbered by a mortgage or otherwise.

B. Unless the Property is a platted lot as shown in the title evidence required above, as a condition precedent to the execution of this Agreement by the City, the Owner shall provide a survey in accordance with the minimum technical standards for land surveys set forth in Chapter 5J-17.051, Florida Administrative Code. Such survey shall be consistent with the legal description of the Property set forth in Exhibit "A".

SECTION 7. Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction, or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

SECTION 8. Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ANY WATER SERVICE PROVIDED TO THE PROPERTY. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF WATER SERVICE AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH WATER SERVICE BY THE CITY.

OWNER'S INITIALS: _____

SECTION 9. Indemnification.

A. The Owner hereby agrees to indemnify and save the City harmless from and against all losses, costs, expenses, claims, damages, judgments, liabilities and causes of action whatsoever (collectively, "Claims") including reasonable attorneys' fees and paralegal fees both at trial and at appellate levels, arising out of or alleged to have arisen out of this Agreement or been occasioned, in whole or in part, by the exercise of the City of its rights granted hereunder. The Owner shall use its best efforts to promptly notify the City in writing of any Claim and shall provide the City with information regarding the Claim as the City may reasonably request, but the failure to give such notice or provide such information shall not diminish the Owner's obligations under this Section.

B. No Claim whatsoever shall be made or asserted against the City by the Owner for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

SECTION 10. Recording. The Owner acknowledges and agrees that the City shall record this Agreement in the Public Records of Orange County, Florida, and the Owner agrees to pay all costs associated therewith.

SECTION 11. Territorial Agreements. The references herein to the Territorial Agreements refer to (i) the Orange County/City of Ocoee Sewer Service Territorial Agreement (Contract No. S-87-8), dated June 8, 1987, as recorded in official records book 3894, page 1363, public records of Orange County, Florida, as it may be amended from time to time; (ii) the Orange County/City of Ocoee Water Service Territorial Agreement (Contract No. W-88-06), dated November 14, 1988, as recorded in official records book 4034, page 291, public records of Orange County, Florida, as amended February 11, 1994, as it may be amended from time to time; and (iii) The City of Ocoee/Orange County Reclaimed Water Territorial Agreement, dated July 31, 2012.

SECTION 12. Real Property Taxes for Conveyance. In the event of any conveyance of real property by the Owner to the City, real property taxes in connection with the conveyance shall be prorated as of the day before the acceptance of the conveyance by the City and the prorated amount shall be paid by the Owner and shall be escrowed in accordance with the provisions of Section 196.295, Florida Statutes.

SECTION 13. Miscellaneous.

A. ANY FUTURE OWNERS OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

B. The Property shall be deemed a single parcel and any subparcels of the Property which are created by subdivision or by any other means shall be subject to the terms and conditions of this Agreement, subsequent sale and individual ownership notwithstanding.

C. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Orange County, Florida.

D. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Venue in Orange County, Florida.

E. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

F. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

G. In the event the either party institutes a legal proceeding against the other party to enforce the terms of this Agreement or for breach of any of the terms, conditions, or covenants of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, paralegal fees, and costs, both at the trial and appellate levels.

H. In the event a third party institutes a legal proceeding against the City or the Owner regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement, the annexation of the Property, or the provision of water service, then in such event the Owner shall pay all costs, fees, charges, and expenses of the City relative thereto, including but not limited to attorney's fees and paralegal fees at both the trial and appellate levels.

I. In addition to each and every remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that City shall have the right to enforce this Agreement by an action for specific performance.

J. As from time to time requested by the City, the Owner agrees to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.

K. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.

L. The attached Exhibits are part of this Agreement as though fully set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

Witness Signature

Print/Type Name

Address: 1 N. Bluford Ave. Ocoee, FL 34761

Witness Signature

Print/Type Name

Address: 1 N. Bluford Ave. Ocoee, FL 34761

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

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

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

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

“CITY”

CITY OF OCOEE, a Florida municipal
corporation

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

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

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

IN WITNESS WHEREOF, the Owner has caused this Agreement to be duly executed the ____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

Witness Signature

Print/Type Name

Address

Witness Signature

Print/Type Name

Address

“OWNER”

MPJ REALTY USA, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, by means of ☐ physical presence or ☐ online notarization appeared as _____ of MPJ Realty USA, LLC, a Florida limited liability company, who [] is personally known to me or [] produced _____ as identification, and that _____ they acknowledged executing the foregoing instrument on behalf of said corporation in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation, and that the seal affixed hereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

EXHIBIT “A”

LEGAL DESCRIPTION

|REPLAT BLACKWOOD ACRES R/134 THE N 125 FT OF LOT 4 BLK B|



Meeting Date: October 21, 2025
Item #: 18

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Amendment 1 for Hazen & Sawyer to Provide Additional Design Services for the Forest Oaks Above Ground Injection Assembly. (Utilities Director Bolling)

Background Summary:

The City of Ocoee contracted Hazen and Sawyer to design the above-ground injection assembly at the Forest Oaks Water Plant. The injection assembly is used to chlorinate the drinking water. The primary goal of this project was to eliminate the use of below-ground injection vaults, which pose a safety risk and are prone to leaks that are difficult to detect. During the survey of the underground piping at the water plant, it was determined that the existing piping layout requires modifications to accommodate the new assembly and future plant improvements necessary for additional supply and treatment. These issues necessitate correction and are compounded by impending regulations regarding PFAS and the need to expand the plant's treatment capabilities. The requested PO increase of \$69,685.00 is necessary to expand the scope of design to modify the yard piping to allow for the required future expanded supply and treatment capabilities, accommodate expanded well capabilities, and provide construction sequencing guidelines to keep the plant in operation while still achieving the original objective of safely installing the new injection assembly and removing the hazardous subsurface vaults.

Issue:

Should the Honorable Mayor and City Commissioners approve an increase of P.O. 1429850 by \$69,685.00 to Hazen and Sawyer for additional design services at the Forest Oaks Water Treatment Plant?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve an increase of P.O.#1429850 by \$69,685.00 to Hazen and Sawyer to complete the design of the Forest Oaks Water Plant Above Ground Assembly.

Attachments:

1. Ocoee Amendment

Financial Impacts:

The \$69,685.00 P.O increase is adequately funded in Job#. P000446 GL 408-533-00-6302.

Type of Item: Consent

CITY OF OCOEE, FLORIDA

AMENDMENT 1 TO TASK ORDER 03-24

CITY OF OCOEE UTILITIES DEPARTMENT

ABOVE GROUND ASSEMBLY AT THE FOREST OAKS WATER PLANT

1. OBJECTIVE

Under existing contract (Task Order 03-24, PO 1429850), Hazen completed the 60% design of a proposed above ground raw water pipe assembly to be installed adjacent to the existing fluoride building. The objective for Amendment 1 to Task Order 03-24 (PO 1429850) signed December 10, 2024, is for Hazen and Sawyer (Hazen) to assist the City of Ocoee (City) in the following:

- Relocate the assembly and add connections for a future treatment process. The new chemical injection station will include an inline static mixer and space for a future flow meter.
- Design 20-inch pipe for supply and chlorinated water conveyed between the supply wells, chemical injection station, and/or existing ground storage tanks.
- Design a new sample point within a vault downstream of chemical injection/mixing and required pipe for sample conveyance to existing residual chlorine analyzer(s). Existing sampling line(s) to be demoed. Existing chlorine analyzer(s) will not be modified.
- Replace the existing chlorine chemical line used to convey chemical in the yard to the primary disinfection injection point with a double contained piping system comprised of chemical-resistant tubing installed inside rigid secondary containment pipe sleeves.

Tasks 3, 5, and 6 from Task Order 03-24 (PO 1429850) are unchanged. A detailed scope of services for Amendment 1 follows:

2. SCOPE OF SERVICES

Task 1 – Project Management and Kick-Off Meeting

The kick-off meeting and data request were completed during work under the original Task Order 03-24, PO 1429850. Modifications to Task 1 under Amendment 1 include additional time for project management to accommodate the design modifications requested by the City.

Task 2 – Survey

Hazen, through subconsultant ECHO UES (ECHO), will perform additional topographic survey and subsurface utility engineering services of the WTP site. A previous survey was completed and included the area adjacent to the existing fluoride chemical building and between the two ground storage tanks. Additional services have been identified to include the rest of the site

including preparation of a boundary survey and up to an additional ten (10) soft digs to locate existing subsurface utilities. The scope from ECHO for the additional land surveying and optional services is provided as Attachment B.

Deliverables:

- *Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the designated and located utilities.*
- *Office deliverables will consist of:*
 - *Images and a sketch (not to scale) based on the project plans or aerial imagery publicly available.*
 - *Test hole data report.*
 - *Survey digital CADD file, inclusive of sheeting on appropriate format and scale, and a signed and sealed surveyor's report.*
 - *Optional boundary survey and legal description of the parcel.*

Task 4 – Engineering Design

Pipeline separation requirements will be in accordance with City and FDEP Standards for potable water, storm water and sanitary sewer. Specification information for pipeline, valves and appurtenances will be provided on the drawings and will follow the City's Approved Materials Lists.

Subtask 4.1 – Prepare Modified 60 Percent Contract Documents

Prior to the completion of the final design of this above ground assembly, the City requested this Amendment 1 which includes modifications to the drawings to accommodate the facilities described above under Objective. Under Subtask 4.1, Hazen will revise the original 60% set of drawings produced to include capped piping stub outs and isolation valves to facilitate the connection of a future treatment process. Amendment 1 additional drawings will include one (1) construction phasing sheet, one (1) sheet for yard pipe upgrades, one (1) additional civil details sheet, and one (1) plan and profile of chlorine residual sample vault.

Hazen will provide electronic (PDF format) files of the modified 60 Percent Contract Drawings to the City for review. Hazen will meet with the City to receive review comments on the documents provided. At the request of the City, the meeting may be on-site. Within seven days of the meeting, Hazen will provide a summary documenting City comments and any specific action items.

Deliverables:

- *Modified 60 Percent Contract Drawings (PDF format)*
- *60 Percent review meeting summary*

Subtask 4.2 – Prepare 100 Percent Contract Documents

Hazen will prepare additional 100 percent drawings per the elements added to the design under the City's request. Amendment 1 additional drawings will include one (1) construction phasing sheet, one (1) sheet for yard pipe upgrades, one (1) additional civil details sheet, and one (1) plan and profile of chlorine residual sample vault. Hazen will provide electronic (PDF format) files of the 100 Percent Contract Drawings to the City for review. In conjunction with the 100 Percent submittal, Hazen will provide the City with a spreadsheet documenting City comments received at the 60 Percent level and confirming how those comments were incorporated. Hazen will meet with the City to receive review comments on the documents provided.

Deliverables:

- *100 Percent Contract Documents (PDF format)*
- *100 Percent review meeting summary*

Subtask 4.3 – Prepare Final Contract Documents

Hazen will prepare Final Contract Documents for the project including Final Contract Drawings for use by the City in constructing the improvements. Hazen will provide the City with a spreadsheet documenting City comments received at the 100 Percent level and confirming how those comments were incorporated. Hazen will provide electronic (PDF and DWG format) files of the Final Contract Drawings to the City.

Deliverables:

- *Final Contract Drawings (PDF and DWG format)*

3. DELIVERABLES

Task Number	Description
Task 2	• Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the designated and located utilities. • Office deliverables will consist of: ○ Images and a sketch (not to scale) based on the project plans or aerial imagery publicly available. ○ Test hole data report. ○ Survey digital CADD file, inclusive of sheeting on appropriate format and scale, and a signed and sealed surveyor's report
Task 4.1	• Modified 60% Drawings (PDF) • 60% Review Comments (PDF)
Task 4.2	• 100% Drawings (PDF) • 100% Review Comments (PDF)
Task 4.3	• Final Drawings (PDF and DWG)

4. ASSUMPTIONS

The following assumptions have been made in the preparation of this proposal:

- The City will self-perform the work and not require bidding services or require pay application and change order reviews during construction.
- An ecological assessment of the site will not be required as part of this work assignment.
- Hazen will be given access to the site location.
- Modifications or upgrades to chlorine residual analyzer(s) not included.

5. SCHEDULE

The anticipated schedule shown below is based on the weeks after the formal issuance of the Notice-to-Proceed (NTP) by the CITY for Amendment 1:

Task	Description	Duration
1	Project Management	Throughout project duration
2	Survey	8 Weeks following Amendment 1 NTP
4.1	60% Contract Documents	8 Weeks following preliminary Amendment 1 NTP
4.2	100% Contract Documents	4 Weeks following 60% review meeting
4.3	Final Contract Documents	2 Weeks following 100% review meeting

6. METHOD OF COMPENSATION

The total adder for Amendment 1 is \$69,685 with budgets between tasks being interchangeable. See **Attachment A** for cost breakdown specific to Amendment 1. Including Amendment 1, the **total fee for the Task Order shall not exceed \$138,755** as shown in the table below.

Task	Description	Original Fee	Amendment No. 1	Total Fee
1	Project Management and Kick-Off Meeting	\$5,968	+\$2,220	\$8,188
2	Survey	\$19,373	+\$36,280	\$55,653
3	Preliminary Layout	\$4,675	-	\$4,675
4.1	Engineering Design (60%)	\$15,877	+\$24,625	\$40,502
4.2	Engineering Design (100%)	\$9,329	+\$3,600	\$12,929
4.3	Prepare Final Contract Documents	\$3,942	+\$2,960	\$6,902
5	Permitting	\$5,204	-	\$5,204
6	Services During Construction	\$4,701	-	\$4,701
-	Total	\$69,070	+\$69,685	\$138,755

ATTACHMENT A

Forest Oaks WTP Project Fee Schedule

Amendment 1

Tasks		Director (Vice President)	QA/QC (Senior Associate)	Project Manager (Senior Principal Engineer)	Project Engineer (Assistant Engineer)	Senior Designer	Labor Hours	Labor Dollars	Total ODCs	Total Dollars
	(Hourly Rates)	\$310	\$265	\$200	\$145	\$135				
Task 1 - Project Management										
Project Management		1	2	4	4	0	11	\$2,220	\$0	\$2,220
TASK 1 TOTAL		1	2	4	4	0	11	\$2,220	\$0	\$2,220
Task 2 - Survey										
Additional Site Survey		1	2	4	4	8	19	\$3,300	\$32,980	\$36,280
TASK 2 TOTAL		1	2	4	4	8	19	\$3,300	\$32,980	\$36,280
Task 4 - Engineering Design										
4.1 - 60% Contract Documents		2	10	20	48	77	157	\$24,625	\$0	\$24,625
Modification to 60% Drawings		2	4	8	16	32	62	\$9,920	\$0	\$9,920
Additional Drawings		0	6	12	32	45	95	\$14,705	\$0	\$14,705
4.2 - 100% Contract Documents		2	0	1	8	12	23	\$3,600	\$0	\$3,600
Additional Drawings		2	0	1	8	12	23	\$3,600	\$0	\$3,600
4.3 - Prepare Final Contract Documents		0	0	4	4	8	16	\$2,460	\$500	\$2,960
TASK 4 TOTAL		4	10	25	60	97	196	\$30,685	\$500	\$31,185
TOTAL Amendment 1		6	14	33	68	105	226	\$36,205	\$33,480	\$69,685

ATTACHMENT B

ECHO's Revised Proposal for Professional Survey and Subsurface Utility Engineering Services

May 22, 2025

Martin D. Coleman, P.E.
Senior Principal Engineer
Hazen and Sawyer

**PROPOSAL FOR PROFESSIONAL SURVEY and
SUBSURFACE UTILITY ENGINEERING SERVICES**

Project: Chemical Injection Improvements, Water Treatment Plant No. 2 – City of Ocoee, FL

Ref. 25-033 Supplemental Agreement #1 (SA1)

Dear Mr. Coleman:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide this technical proposal for professional services in support of your project. This technical proposal, inclusive of a fee estimate, details the approach we consider the most suitable for this project.

Project Synopsis: Based on the information made available to ECHO, we understand the project consists of engineering design services for site improvements at the existing Water Treatment Plant No. 2 in the City of Ocoee and within the project limits further described below. ECHO's professional services were requested to provide topographical survey, subsurface utility engineering and utility survey services in support of this project.

This proposal addresses Supplemental Agreement #1 (SA1) for performing the following additional services:

- ***Extend the limits of the survey and utility investigation to the rest of the site in support of a new GAC treatment system.***

Project Limits: ECHO's proposed services will be performed within a well-defined area (i.e. Project Limits) as shown on the attached exhibits, and inclusive of portions of the adjacent public R/W.

SCOPE OF SERVICES

Subsurface Utility Engineering (SUE) Services

Using a combination of field investigative techniques and technology, including surface geophysical instruments (e.g. GPR, pipe/cable locators) and vacuum excavation if needed, ECHO will perform the following services.

1. **Identification and marking of existing utilities.** Utilities potentially in conflict with the project and located within the project limits will be investigated in the attempt to identify their position. The results will be marked on the ground surface using the most appropriate method (i.e. pin flags, paint etc.) and showing the approximate position of the identified utilities.

ECHO will attempt to identify and mark detectable utilities located within the project limits, with the exclusion of irrigation lines, service lines and sanitary laterals. Gravity (storm and sanitary) systems will be surveyed as part of the topographical survey efforts.

2. **Verification of utility location and characteristics.** At specific locations ECHO will attempt to expose utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

ECHO proposes to perform up to 10 (additional) utility verification test holes, at locations to be identified by the EOR.

Topographic and Utility Survey

- Set/recover horizontal and vertical control throughout the project corridor to collect the topographic and subsurface utility engineering information.
- Collect aboveground and visible features and improvements within the highlighted limits as shown and described by the attached graphic, to include utility information as identified per the steps above.
- Detail and survey gravity storm and sanitary systems located within the project limits.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Survey geotechnical borings and wetland flags as placed by others, if any.
- Survey individual trees within the survey limits and limits of landscaped areas.
- The survey will be based on the North American Datum of 1983 (NAD83), East Zone and elevations will be referenced to the North American Vertical Datum 1988 (NAVD 88).

- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.
- Recover and tie down sufficient monumentation in the field to calculate the existing apparent right-of-way along all public roadways within the project limits, and existing apparent property limits for parcels or portions thereof included within the project limits. Right-of-way and property limits will be shown as calculated based on field monumentation and it will be referred to as apparent right-of-way and apparent property lines. Any additional field and office work to establish R/W limits and property boundaries shall be quoted separately and performed following receipt of title information to be provided by Client.
- All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

Deliverables:

- Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the designated and located utilities.
- Office deliverables will consist of:
 - Images and a sketch (not to scale unless otherwise stated) based on the project plans or aerial imagery publicly available.
 - Survey digital CADD file, inclusive of sheeting on appropriate format and scale, and a signed and sealed surveyor's report.

Proposed Schedule: To be discussed and agreed upon with the client following acceptance of this proposal. The proposed schedules shall be valid barring any unforeseen conditions.

Notes and Limitations:

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g. use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g. lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g. adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.

12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Utility Engineering and Surveying Institute / Construction Institute "Standard Guideline for Investigating and Documenting Existing Utilities" (ASCE/UESI/CI 38-22). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

Proposed Schedule: to be discussed and determined upon receipt of the Notice to Proceed (NTP).

Fee: ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below and on the attached estimate sheet.

- **Perform services as described herewith: hourly not to exceed fee of \$32,980.00 (inclusive of performing up to 10 utility verification test holes).**

Acceptance: We will honor this proposal for 60 days. If accepted, please return to our attention together with a professional services agreement/task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time-efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concerns.

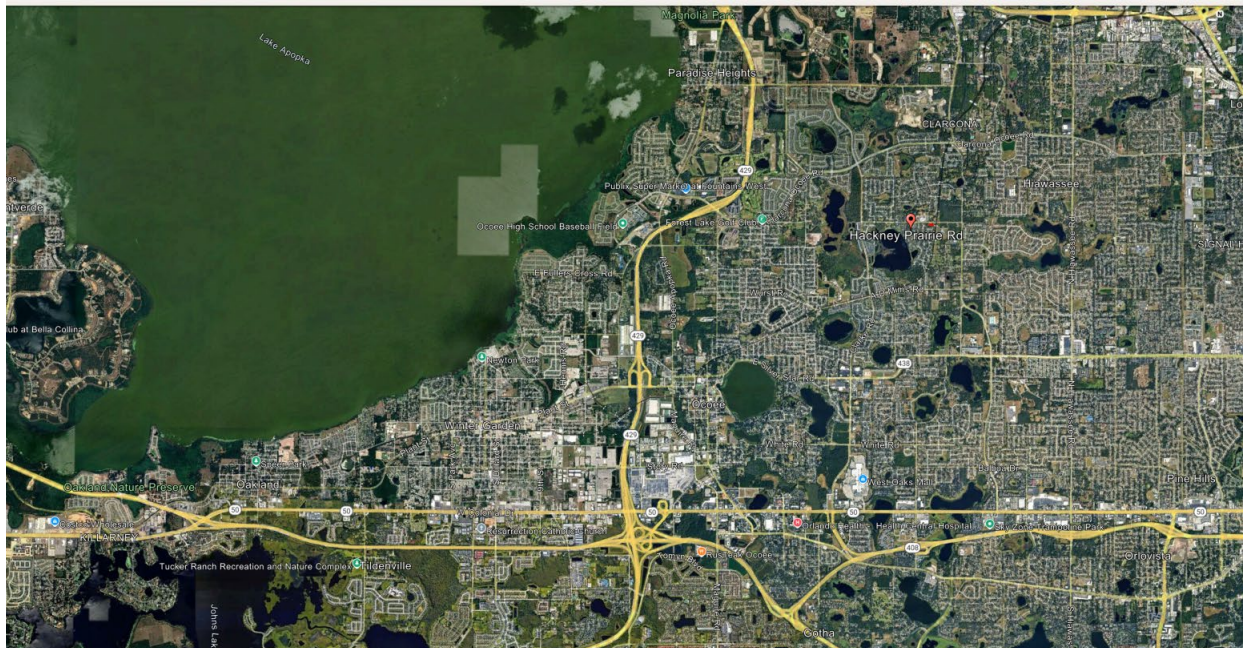
Sincerely,

ECHO UES, Inc.

Carlo Pilia
Vice President



Vicinity Map:



Project Limits; (SA1 in yellow)



ECHO UES, Inc.
PROFESSIONAL SERVICES ESTIMATE



CLIENT:	Hazen and Sawyer	PROJ. #	
PROJECT:	Ocoee WTP No. 2	PHASE. #	SA1 - Entire site
LOCATION:			

Subsurface Utility Engineering (SUE)

FIELD WORK ITEMS	DAYS	HRS/DAY	# OF HOURS	\$/h RATE	SUB.TOT	NOTES
Utility Designating	3	10	30	\$210.00	\$6,300.00	Designate utilities within project limits.
Utility Locating	2	10	20	\$210.00	\$4,200.00	Utility test holes, if/when needed, up to 10
Survey	0	10	0	\$210.00	\$0.00	Survey of utilities - included with topographical survey
Other			0	\$0.00	\$0.00	

FIELD SUB.TOT (SUE) = \$10,500.00

OFFICE WORK ITEMS			# OF HOURS	\$/h RATE	SUB.TOT	NOTES
Project Manager			2	\$235.00	\$470.00	PM project, permits, schedule, invoicing and communications. Also include any site specific safety permits and plan, QC.
Surveyor (PSM)			5	\$175.00	\$875.00	Process of survey information and survey oversight
CADD/Draftsman			5	\$125.00	\$625.00	Sketch and THs, processing and CAD
Clerical			0	\$100.00	\$0.00	Administrative support

OFFICE SUB.TOT (SUE) = \$1,970.00

TOTAL (SUE) = \$12,470.00

Topographic Survey

FIELD WORK ITEMS	DAYS	HRS/DAY	# OF HOURS	\$/h RATE	SUB.TOT	NOTES
Survey	6	10	60	\$210.00	\$12,600.00	Topographical and utility survey.

FIELD SUB.TOT (SUR) = \$12,600.00

OFFICE WORK ITEMS			# OF HOURS	\$/h RATE	SUB.TOT	NOTES
PM/Sr. Surveyor			6	\$235.00	\$1,410.00	PM project, permits, schedule, invoicing and communications. Also include any site specific safety permits and plan, QC.
Surveyor			14	\$175.00	\$2,450.00	Process of survey information and survey oversight
CADD/Draftsman			30	\$125.00	\$3,750.00	Sketch and THs, processing and CAD
Clerical			3	\$100.00	\$300.00	Administrative support

OFFICE SUB.TOT (SUR) = \$7,910.00

TOTAL (SUR) = \$20,510.00

Prepared By: CP **Date:** May 22, 2025

All services to be provided in accordance with ECHO UES, Inc. relative proposal, terms and conditions.

GRAND TOT **\$32,980.00**



Meeting Date: October 21, 2025
Item #: 19

Contact Name: Vanna Lawitzke
Contact Number: Ext. 1518

Department Director: Steven Weber
City Manager: Craig Shadrix

**Subject: First Reading of Ordinance for Fiscal Year 2025 Year-End Budget Amendment.
(Assistant Finance Director Lawitzke)**

Background Summary:

Annually, the City is required to reconcile its budget at the close of each fiscal year. On December 11, 2024, the City Commission approved Ordinance 2024-28, adopting the budget for the 2024–25 fiscal year. Pursuant to Florida Statute 166.241(8), the governing body of a municipality may amend the budget for a prior fiscal year at any time during that year or within 60 days following its conclusion. In accordance with this provision, the City Commission adopted a mid-year budget amendment through Ordinance 2025-05 on April 15, 2025.

Following a review of fund activity through September 30, 2025, Revenue and Expenditures exceeded what was budgeted and a subsequent budget reallocation and amendment is necessary prior to the fiscal year-end close. This amendment will not increase the City's millage rate, will have no impact on the overall financial position of the funds, and will address the deficit net position in the Sanitation Fund.

The General Fund increased due to the City receiving a FEMA reimbursement for hurricane Ian and also incurred additional expenditures related to hurricane Milton, specifically for debris monitoring services. An additional state contribution for police and firefighter retirement was received. A budget reallocation from the budget reserve is proposed to address increased expenses, including overtime pay in the Fire Department, retirement contribution in the Building division, and the one-time transfer to the Sanitation Fund to address its deficit net position.

Details of the Budget Adjustment and Allocation:

- Received FEMA reimbursement in the amount of \$645,383 for hurricane Ian recovery.
- Incurred an additional \$647,178 for Emergency & Disaster Expense within the debris monitoring contract.
- Received an additional \$232,799 in State Retirement contribution for Police and Fire for public safety personnel:
 - \$183,198 allocated to the Police.
 - \$49,602 allocated to Fire.
- The Fire Department requires \$18,398 in additional funding for overtime expenses.
- The Building Department requires an additional \$3,000 in retirement contributions.
- In September, the City Commission approved a one-time \$1.3 million transfer to the Sanitation fund to address its negative net position. Please note that the net increase in transfer-out is \$885,047, with

City of Ocoee • 1 N. Bluford Avenue • Ocoee, Florida 34761
Phone: (407) 905-3100 • www.occoee.org

\$414,953 currently available to support this transfer. Therefore, the transfer will be limited to only \$885,047.

- Requesting an additional \$350 transfer to the Debt Service Fund to cover the Agent Fee.
- A total of \$908,591 is proposed to be reallocated from the Budget Reserve to cover the additional expenses noted above.
- Police Community Programs accounting to reflect increases in both revenue and expenses related to the Explorer and Community Affairs programs:
 - \$1,638 in donations were received for the Explorer Program.
 - \$960 donations received for the Community Affairs Program.
- The Health Insurance Fund requires a budget true-up to show actual payroll contributions (City and employee), as well as the actual health claims and related costs incurred in the fiscal year. The total increase in both revenue and expense is \$3,134,000.

Issue:

Should the Honorable Mayor and City Commissioners approve an Ordinance for Fiscal Year 2025 Year-End Budget Amendment?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve an Ordinance for Fiscal Year 2025 Year-End Budget Amendment.

Attachments:

1. Ordinance for FY 2025 Year-End Budget Amendment
2. Year-End Budget Amendment Schedule 2025

Financial Impacts:

The Sanitation Fund will be the only fund balance affected; all other funds will remain unchanged.

Type of Item: First Reading Public Hearing

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2024-28 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166 Florida Statutes, and Section C-38 of Article VI of the Charter of the City of Ocoee.

SECTION 2. Intent and Purposes. The City of Ocoee budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, as adopted by Ordinance 2024-28 is hereby amended as follows:

Increase of appropriations in both revenue and expenditure totaling \$3,134,000 in the Health Insurance Fund, an increase of \$1,300,000 in the Sanitation Fund, an increase of \$2,598 in the Police Community Programs fund, reallocation of \$2,255,988 in the Water/Wastewater Fund, an increase of \$350 in the Debt Service Fund, various increase and reallocation net totaling \$878,182 in the General Fund as shown in detail, attached hereto and incorporated herein by reference are hereby confirmed, adopted and approved in all respects by the City Commission of the City of Ocoee.

SECTION 3. Appropriations. There are expressly appropriated out of anticipated revenues and monies necessary to meet the supplemental appropriations stipulated by and in said amended final budget.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. Effective Date. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

Space intentionally left
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ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

**APPROVED:
CITY OF OCOEE, FLORIDA**

Rusty Johnson, Mayor

ADVERTISED _____, 2025.
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED _____, 2025.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**

this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
Rick Geller, City Attorney

Fiscal year 2025 Year-End Budget Trueup

General Fund		<i>Increase/ (Decrease) Expenditure</i>	<i>Increase in Revenue</i>	
001-525-00-5200	Emergency & Disaster Operating Expenses	\$ 647,178.00		Increase budget for hurricane Milton expense
001-33-1500	FEMA reimbursement		\$ 645,383.00	Increase budget for FEMA reimburse
001-516-00-9095	General Government Reserve - reallocation	\$ (908,591.00)		
001-516-00-9000	Transfer Out to the Sanitation Fund	\$ 1,300,000.00		
001-516-00-9000	Transfer Out - reallocation	\$ (414,953.00)		
001-516-00-9000	Transfer Out to Debt Service Fund	\$ 350.00		
001-38-5300	RETIREMENT-STATE (POLICE & FIRE		\$ 232,799.00	Trueup the actual amount from State contribution
001-521-00-2201	STATE RETIREMENT CONTRIBUTION PD	\$ 183,198.00		Trueup the actual amount from State contribution
001-522-00-2201	STATE RETIREMENT CONTRIBUTION FIRE	\$ 49,602.00		Trueup the actual amount from State contribution
001-522-00-1400	Fire Department -OVERTIME PAY	\$ 18,398.00		
001-524-00-2200	Building Division - RETIREMENT CONTRIBUTIO	\$ 3,000.00	\$ -	
		\$ 878,182.00	\$ 878,182.00	No impact on fund balance.
Debt Service Fund		<i>Increase In Expenditure</i>	<i>Increase in Revenue</i>	
216-516-00-7301	OTHER DEBT SERVICE COST/AGENT FEE	\$ 350.00		
216-38-1000	TRANSFER IN	\$ -	\$ 350.00	
		\$ 350.00	\$ 350.00	
Sanitation Fund				
402-38-1000	Transfer In		\$ 1,300,000.00	Improvement in Net Position.
402-101000	Cash	\$ 1,300,000.00	\$ -	Increase cash
		\$ 1,300,000.00	\$ 1,300,000.00	
Police Community Programs		<i>Increase In Expenditure</i>	<i>Increase in Revenue</i>	
114-36-1302	Donations - Explorers		\$ 1,638.00	Increase budget per revenue collection
114-36-1303	Donations - Community Affairs		\$ 960.00	Increase budget per revenue collection
114-521-00-8404	Explorers Expense	\$ 1,638.00		Increase budget per actual expense
114-521-00-8405	Explorers and Community Affairs Expenses	\$ 960.00	\$ -	Increase budget per actual expense
		\$ 2,598.00	\$ 2,598.00	No impact on fund balance.
Water/Wastewater Fund		<i>Reallocation Only</i>		
401-531-00-9101	Transfer Out - admin fee	\$ (2,255,988.00)		
401-533-00-9101	Transfer Out - admin fee	\$ 1,127,994.00		
401-535-00-9101	Transfer Out - admin fee	\$ 1,127,994.00		
		\$ -		No impact on fund balance.



Meeting Date: October 21, 2025
Item #: 20

Contact Name: Douglas Gaines
Contact Number: Ext. 1503

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: First Reading of Ordinance Amending Section 124-8 through Section 124-11 of the Code of Ordinances for Smoking Prohibited in Portions of Recreational Property (Parks and Leisure Services Deputy Director Gaines)

Background Summary:

The City was approached by the Tobacco Free Partnership of Orange County asking that we amend Chapter 124 of the Ocoee Code of Ordinances to address Vape and Vaping. Specifically, staff is addressing Section 124-8 through Section 124-11, Smoking Prohibited in Portions of Recreational Property. Staff has updated the definition of Recreational Property, added the definition of Vape or Vaping and added an exception for smoking of unfiltered cigars, which are exempt per Florida State Statute (386.209). Other cities in Central Florida have updated their ordinances to reflect vaping. The Tobacco Free Partnership stated that any updated signage can be paid for by them.

Issue:

Should the Honorable Mayor and City Commissioners approve an ordinance amending Section 124-8 through Section 124-11 of Chapter 124 of the Code of Ordinances addressing Vape and Vaping in Portions of Recreational Property?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve an ordinance amending Section 124-8 through Section 124-11 of Chapter 124 of the Code of Ordinances addressing Vape and Vaping in Portions of Recreational Property.

Attachments:

1. Tobacco Free Ordinance Final

Financial Impacts:

None

Type of Item: First Reading

ORDINANCE NO. 2025 - ____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING ARTICLE II OF CHAPTER 124 OF THE OCOEE CODE OF ORDINANCES TO ESTABLISH SECTION 124-8 THROUGH SECTION 124-11, SMOKING PROHIBITED IN PORTIONS OF RECREATIONAL PROPERTY; PROVIDING FOR EXCEPTIONS AND ENFORCEMENT; AND PROVIDING FOR DEFINITIONS, CODIFICATION, INCONSISTENCY, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, § 386.209 of the Florida Statutes (2022) expressly authorizes municipalities to adopt and enforce restrictions as to smoking within the boundaries of any public parks that the municipality owns, and to further restrict smoking within the boundaries of public parks that are within the municipality’s jurisdiction but are owned by the county, unless such restriction conflicts with a county ordinance; and

WHEREAS, despite the foregoing, § 386.209 of the Florida Statutes (2022) nonetheless preempts municipalities from further restricting unfiltered cigars beyond those restrictions established by state law; and

WHEREAS, to the extent permitted by law, the City Commission of the City of Ocoee desires to restrict vaping and the smoking of tobacco at its parks within the City of Ocoee; and

WHEREAS, the City Commission of the City of Ocoee finds that the provisions of this Ordinance are in the best interests of the citizens of and visitors to the City of Ocoee, and that such restrictions are necessary for the health, safety, and welfare of the citizens of and visitors to the City of Ocoee.

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

SECTION 1. Recitals. The foregoing recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Ocoee.

SECTION 2. Amendment. To the Code of Ordinances, City of Ocoee, Florida, is hereby added to Article II of Chapter 124 of the Ocoee Code of Ordinances and reads as follows (underlined language are additions; stricken through language are deletions; provisions not shown or that are not otherwise underlined or stricken are not being amended):

ARTICLE II - Smoking Prohibited in Portions of Recreational Property [Adopted 4-7-2009 by Ord. No. 2009-111]

• **§ 124-8. - Definitions.**

- A. RECREATIONAL PROPERTY means and refers to all recreational parks and venues owned or otherwise operated by the City of Ocoee, including those facilities, structures, and buildings located thereupon, which include, but are not limited to: bleachers, seating, gymnasiums, stadiums, courts, fields, buildings, restrooms, parking lots, amphitheaters, pavilions, picnic areas, and playground areas.
- B. SMOKING means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product.
- C. VAPE or VAPING means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.
- D. ORGANIZED YOUTH ACTIVITY means games, meetings, clinics and demonstrations on a regularly scheduled basis which are supervised and conducted by a coach or other qualified individual.

• **§ 124-9. - Smoking or vaping prohibited.**

- A. Smoking or vaping is prohibited, except for the smoking of unfiltered cigars, on the following portions of recreational property whenever an organized youth activity is taking place on

such recreational property: The portion of the recreational property which encompasses all athletic fields, spectator stands, concession areas, restroom areas, and walking or congregating areas associated with the foregoing.

- B. Except as otherwise provided in this subsection, smoking is prohibited on any portion of the following properties owned by the city: Jim Beech Recreation Center, Ocoee Family Aquatic Center, Ocoee ~~Community~~ Lakeshore Center, Tom Ison Veteran and Senior Center, and Vignetti Recreation Center. The Parks and Recreation Director shall designate one or more areas within the foregoing properties as "smoking areas" where smoking will be permitted.
- C. Smoking is prohibited within 30 feet of any occupied playground located on recreational property.
- D. The smoking prohibitions set forth above are not intended to apply to any properties which are not owned, managed or operated by the city.

- **§ 124-10. - Posting of signs.**

The Parks and Recreation Director shall cause signs prohibiting smoking to be placed at the recreational properties as specified in this Article. Notwithstanding this provision, the presence or absence of such signs shall not be a defense to the violation of any provision of this Article.

- **§ 124-11. - Penalties.**

A violation of this Article shall be deemed a non-criminal violation for which a civil penalty in the amount of ~~\$25~~ \$50 shall be assessed.

SECTION 3. 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, severed, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Conflicting Ordinances. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 5. Effective Date. This Ordinance shall become effective upon adoption.

[Signatures to Follow]

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: _____
Richard S. Geller
City Attorney