



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

May 2, 2023

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• PRESENTATIONS AND PROCLAMATIONS

Proclamations for May 2023 (Mayor Johnson)

- Municipal Clerks Week, April 30 - May 6th
- National Day of Prayer, May 4th
- National Peace Officer Memorial Day, May 15th & National Police Week, May 14th - 20th
- Water Safety Month

Ocoee Youth Council (OYC) Program 2022/2023 Year in Review and Recognition of OYC High School Graduates. **(OYC Members and OYC Coordinator Dillard)**

• STAFF REPORTS AND AGENDA REVIEW

• PUBLIC COMMENTS

The public is allowed to comment on any items that are on the Agenda but not part of a Public Hearing. Public Hearing comments are to be heard during that portion of the meeting.

• CONSENT AGENDA

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

1. Approval of the Minutes for the Regular City Commission Meeting held April 18, 2023. **(City Clerk Sibbitt)**
2. Approval of the Third Amendment to Agreement for Purchase and Sale between Wire Development, LLC and the City of Ocoee for purchase of City owned property at Crown Point. **(City Attorney Cookson)**
3. Approval to Award RFP #23-005 Continuing Owner's Representative for City Projects Including Federal Grant Funded ARPA Projects. **(Procurement Manager Tolbert)**

• FIRST READING OF ORDINANCE

4. First Reading of Ordinance for Siri Office Building Market Street ROW - Annexation & Rezoning to PUD; Project No(s). AX-03-23-03 & RZ-23-03-03. **(Zoning Manager Whitfield)**

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

• **PUBLIC HEARING**

5. Heartland Dental, Colonial Drive Preventative & Comprehensive Dentistry - Sign Variance (VR-23-01). **(Zoning Manager Whitfield)**
6. Second Reading and Public Hearing of a Resolution Creating the Ocoee Northwest Brownfield Area. **(Development Services Director Rumer)**
At the Request of Staff, this Item is being Rescheduled to a Future Date.

• **REGULAR AGENDA**

7. Discussion and Direction Regarding the Human Relations Diversity Board (HRDB). **(City Clerk Sibbitt)**
8. Approval of Commission Liaisons to Various Boards. **(City Clerk Sibbitt)**
9. Appointment of a Charter Review Commission, in accordance with the City of Ocoee Charter, Article X, Section C-59. **(City Clerk Sibbitt)**
10. Discussion and Direction on the Special Election. **(City Manager Frank)**

• **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

• **ADJOURNMENT**

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



Proclamation

- WHEREAS,** The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and
- WHEREAS,** The Office of the Municipal Clerk is the oldest among public servants, and
- WHEREAS,** The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and
- WHEREAS,** Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and
- WHEREAS,** The Municipal Clerk serves as the information center on functions of local government and community.
- WHEREAS,** Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.
- WHEREAS,** It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, the City Commission of the City of Ocoee, does hereby recognize the week of April 30th through May 6th, 2023, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Melanie Sibbitt, and the entire staff of Ocoee's City Clerk's Department, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
2nd day of May, 2023.

Rusty Johnson, Mayor



Proclamation

- WHEREAS,** Prayer to the Almighty God is regarded by millions as the most important utterance of mankind for its benefit; and
- WHEREAS,** Our nation was founded by single-minded men and women seeking wisdom and guidance through prayer to the God who has ears to hear; and
- WHEREAS,** Prayer has aided us in all times where support and guidance was needed; and
- WHEREAS,** It is fitting that we should give thanks for the freedom and prosperity which our nation, state and city enjoys and to pray for the continued guidance and comfort which God has graciously bestowed upon this nation since its inception; and
- WHEREAS,** The Day of Prayer is a time set aside for Americans to pray to their heavenly Father and to reaffirm the spiritual principles upon which our nation was founded; and
- WHEREAS,** The State of Florida and the United States of America can, and will, benefit from prayer by its faithful and prayerful residents; and
- WHEREAS,** Across our land on May 4th, Americans will unite at specific times in prayer for our nation and state to acknowledge our dependence upon God, to give thanks for the many blessings our country has received from Him, to recognize our need for personal and corporate renewal of moral values and to invoke God's blessings upon our leaders.

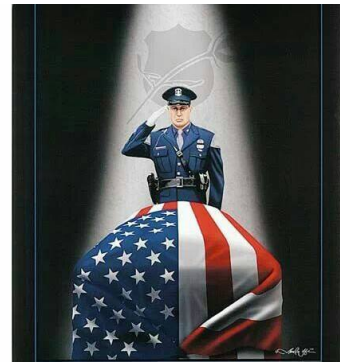
Now, Therefore, the City Commission of the City of Ocoee, does hereby recognize May 4, 2023, as

NATIONAL DAY OF PRAYER

and urges all citizens in the City of Ocoee to pray with diligence and seek the face of Almighty God to direct our paths in the days and years ahead.

**IN WITNESS WHEREOF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
2nd day of May, 2023.**

Rusty Johnson, Mayor



Proclamation

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Ocoee, does hereby proclaim May 15, 2023, as **National Peace Officer Memorial Day** and May 14-20, 2023, as **National Police Week** in the City of Ocoee, Florida and publicly salute the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF, I hereunto have set my hand and caused the Seal of the City of Ocoee, Florida, to be affixed this 2nd day of May, 2023.

Rusty Johnson, Mayor



PROCLAMATION

- WHEREAS,** The citizens of the City of Ocoee recognize the vital role that swimming and aquatic-related activities play in our physical and mental well-being; and
- WHEREAS,** Water safety education plays an essential role in the prevention of drowning and recreational water-related injuries; and
- WHEREAS,** The recreational water industry has made many significant contributions as represented by the organizations involvement in the National Water Safety Month Coalition towards the development of safe swimming facilities, aquatic programs, home pools and related activities; and
- WHEREAS,** There are ongoing efforts and commitments within Ocoee to educate the public on water safety issues and initiatives by the pool, spa, water park, recreation and parks industries; and
- WHEREAS,** Communicating water safety rules and programs to families and individuals of all ages is vital.

NOW, THEREFORE, the City Commission of the City of Ocoee, does hereby declare the month of May 2023, as

NATIONAL WATER SAFETY MONTH

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 2nd day of May 2023.

Rusty Johnson, Mayor

MINUTES
OCOEE CITY COMMISSION
APRIL 18, 2023

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 **Brad Lomneck**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Kennedy**. **City Clerk Sibbitt** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, Commissioner Firstner, Commissioner Hart (*Sworn-in at 6:25 PM*)

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

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

Proclamations for April 2023

- Arbor Day proclaimed by **Mayor Johnson**
- Water Conservation Month proclaimed by **Mayor Johnson**

Selection and Appointment of Interim District 4 Commissioner - **City Attorney Cookson** explained the circumstances surrounding the vacant District 4 seat; and furthermore, announced two (2) residents have contacted the City indicating their interests to be appointed as the interim District 4 Commissioner until the Special Election. He asked the City Commission to consider filling the current vacant seat as set forth by the City Charter with the swearing in to follow the vote.

Both interested residents for the interim District 4 Commissioner seat, Ages Hart and Dr. Jim Moyer, briefly introduced themselves to the City Commission.

Motion: Move to appoint Ages Hart as interim District 4 Commissioner until the successor is elected at the upcoming Special Election; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-0.

Ocoee Music Festival Chick-fil-A 5k Beneficiary Check Presentation - **Parks and Recreation Director Johnson** announced West Orange Babe Ruth League as the recipient of the Chick-fil-A fundraiser check in the amount of \$1,180.00. **Beth Otts** with Chick-fil-A provided a brief overview of the 2023 Music Fest 5K event and thanked City staff, sponsors, and the Community for their support. She then presented the check to the West Orange Babe Ruth League.

Recognition of the Ocoee Youth Council for Winning the 2022 Youth Council Video Competition - **Eryn Russell, Florida League of Cities**, announced the Ocoee Youth Council (OYC) won the Florida League of Cities 2022 Annual Youth Council Video Competition and presented them with a trophy. She further provided a brief overview on the Florida League of Cities, thanked the City for being a dedicated member of the League of Cities, and explained the video competition submission requirements.

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

• **PUBLIC COMMENTS – 6:42 PM**

The following person(s) addressed the City Commission:

- **Angel de la Portilla**, *Ocoee Resident*, voiced election concerns with the City's Charter and the need for the Charter Review Board to meet sooner. He shared there is a Presidential Preference Primary Election scheduled for March 19, 2024, and recommends that the City Commission consider appointing a Charter Review Board to place charter amendments on that ballot. He also recommended the City bring in a Special Council that is board certified in City, County, and Local Government Law to assist the Charter Review Board. He read section C-17 of the City Charter and questioned if the June Special Election should also be held on March 19, 2024.
- **Brad Lomneck**, *Ocoee Resident*, echoed the election concerns with the City's Charter and agrees that the Special Election should be held during the next national election since it is within the 12-month timeframe.
- **Jason Mellen**, *Ocoee Resident*, commented on the need for the Charter Review Board to meet sooner than later, and also agrees that he feels the City needs to review March 2024, as an option for the Special Election.

Commissioner Hart commented on recent election concerns, specifically with regard to no time frame on residency to run for office, and supports having the Charter Review Board start early.

Commissioner Wilsen shared her support in calling the Charter Review Board with a facilitator or election attorney who is qualified in municipal elections. She commented on some oversights during the last Charter Review that need to be corrected.

Commissioner Firstner agreed on a comprehensive review of the City Charter, specifically on the election section. He shared support on the request of a facilitator, and agrees that if the Charter allows the Special Election to be held in March 2024, that would be a better option.

Commissioner Kennedy agreed with expediting the Charter Review Board, and commented on the need for better definitions on residency, as well as on the vacancy of a seat. He shared that he has received inquiries on the cost of the Special Election, and supports having a qualified municipal elections specialist review the City's Charter.

Mayor Johnson commented on the requirements for his resignation back in 2015, and how it differed from this election. He also voiced his concerns with the election section in the Charter, and the need to add a residency timeframe requirement, as found in other neighboring City's Charters.

Commissioner Wilsen inquired about the deadline for the Charter Review questions to be placed on the ballot. **City Clerk Sibbitt** addressed her question.

Motion: Approval to proceed with establishing a Charter Review Board to include a qualified individual in Municipal Elections to work with the Charter Review Board as a facilitator. Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

City Attorney Cookson voiced his understanding from the discussions that there is a consensus to not have the June Special Election. He advised that the City Charter has been looked at extensively, the City has an obligation to hold a Special Election, and it is his interpretation that it should be held as originally scheduled. He further noted that the discussion on the Special Election was not placed on the agenda, and feels it will be improper to make a motion to change the Special Election when it was not noticed to the public.

Discussion ensued on the Special Election, and the interpretation of when it could be held. **Commissioner Kennedy** requested for an agenda item to be placed on the May 2nd City Commission Meeting, and inquired if a second opinion could be provided. **City Manager Frank** explained City staff could obtain a second opinion, if that is their request. **Consensus of the City Commission was to place an agenda item on the May 2nd City Commission Meeting to discuss the Special Election, and include a second opinion on the interpretation of the Charter as it relates to when the Special Election can be held.**

- **Brad Lomneck, Ocoee Resident**, inquired if qualifying would be affected since they are bringing forth a question on the Special Election date. He further recommended they suspend the qualification process.

City Attorney Cookson opined that they should move forward with the qualifying period, even if the City Commission determines to move the Special Election to March. **City Manager Frank** shared that a notice should be drafted to be placed in the qualifying packets to inform candidates that the election date is being contested.

- **Jim Moyer, Ocoee Resident**, spoke about internal audits and explained the need for them.

• **CONSENT AGENDA 7:20 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-12.

Moved by Commissioner Firstner, seconded by Commissioner Hart; Motion carried 5-0.

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

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

• **COMMISSIONER COMMENTS** *(Heard out of agenda order)* **7:20 PM**

Mayor Johnson advised that the Wesmere HOA is in discussions to cut down trees that lie between the streets and sidewalks within the development. Discussion ensued regarding the current situation between the homeowners of Wesmere and their HOA. He requested City staff to have a public meeting with the Wesmere HOA, the homeowners and the public to discuss their current issues. **City Manager Frank** indicated a similar situation happened in the past, and it would be in the best interest of the City to coordinate a public meeting. **Commissioner Firstner** agreed and indicated the Wesmere HOA is dictating to the homeowners that this will be done whether the homeowners agree or not. He suggested the City facilitate a meeting between the HOA Board and the homeowners in order to come to an agreement. **Commissioner Kennedy** commented that as an HOA president himself, he knows historically the City policy has been the City does not get involved with HOA/Homeowner issues; however, he believes it is a nice gesture for the City to assist with a public meeting. **City Manager Frank** advised a public meeting should be posted for more than one commissioner present and facilitated at a public venue.

Mayor Johnson stated it has been seven years since the redevelopment of Downtown started, which includes Oakland Avenue, and he is dissatisfied with how long it is taking to develop the Downtown area and Oakland Avenue. He also stated he is dissatisfied with the lack of paving the streets, which has been placed in the budget. **City Manager Frank** explained numerous delays with the Downtown redevelopment.

• **FIRST READING OF ORDINANCE** – *None*

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 7:43 PM**

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

City Attorney Cookson read the titles of the ordinances.

Zoning Manager Whitfield presented a brief overview of the subject property which is vacant, contains approximately 2.22 acres, and is located in District 3 on the east side of Marshall Farms Road. This property is currently zoned Orange County A-1 (Citrus Rural District) with a proposed rezoning to City of Ocoee C-2 (Community Commercial). The subject property is bordered on the west and east by the City's jurisdictional limits and, as such, is contiguous to the City. The property is located within the Ocoee-Orange County Joint Planning Area (JPA) Agreement boundary, and the proposed annexation is consistent with the terms of the JPA Agreement. However, the requested C-2 zoning on the entire property is inconsistent with the JPA Future Land Use Map which designates greater than half (50%) of the eastern portion of the property as Conservation. The applicant is requesting to annex into the City for a home office for her truck hauling business with one (1) private service bay.

The Development Review Committee and Planning and Zoning Commission recommended approval subject to the condition that the C-2 zoning classification is limited to only that front portion of the site (approximately 325 feet from the west property line) that is outside of the designated Conservation Area and the remainder of the property will be classified as Unclassified in order to protect the Conservation Area.

Public hearing was opened. As no speaker forms were received, the public hearing was closed.

Annexation Ordinance:

Motion: Move to adopt Ordinance No. 2023-06, 911 Marshall Farms Road - Surujlall Property Annexation; Project No. AX-01-23-01, subject to conditions and staff's recommendations; Moved by Commissioner Firstner, seconded by Commissioner Wilsen; Motion carried 5-0.

Rezoning Ordinance:

Motion: Move to adopt Ordinance No. 2023-07, 911 Marshall Farms Road - Surujlall Property Rezoning; Project No. RZ-23-01-01, subject to conditions and staff's recommendations; Moved by Commissioner Firstner, seconded by Commissioner Hart; Motion carried 5-0.

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

City Attorney Cookson read the titles of the ordinances.

Zoning Manager Whitfield presented a brief overview of the subject property which is located in District 2 on the east side of Whittier Avenue, beginning approximately 325 feet north of State Road 438, and is approximately 0.16 acres and currently vacant. The current zoning is Orange County R-

1 (Single Family Residential District) with a proposed rezoning to City of Ocoee R-1 (Single Family Dwelling District). The subject property is contiguous to the City on the east and south and does not create an enclave. Instead, it furthers the City's efforts to reduce existing enclaves within the city limits. The Development Review Committee and Planning and Zoning Commission recommended approval of the proposed annexation and rezoning. The applicant is requesting to annex into the city for water services.

Public hearing was opened. As no speaker forms were received, the public hearing was closed.

Annexation Ordinance:

Motion: Move to adopt Ordinance No. 2023-08, 413 Whittier Avenue - Phat An Temple Inc. Property Annexation; Project No. AX-01-23-02, subject to staff's recommendations; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

Rezoning Ordinance:

Motion: Move to adopt Ordinance No. 2023-09, 413 Whittier Avenue - Phat An Temple Inc. Property Rezoning; Project No. RZ-23-01-02, subject to staff's recommendations; Moved by Commissioner Wilsen, seconded by Commissioner Hart; Motion carried 5-0.

• **PUBLIC HEARING 7:54 PM**

15. First Reading and Public Hearing of a Resolution Creating the Ocoee Northwest Brownfield Area. **(Development Services Director Rumer)**

Development Services Director Rumer explained this is a first reading and public hearing and summarized the proposed resolution designating a Brownfield Area for the Ocoee Northwest area, located south of Fullers Cross Road and east of Ocoee Apopka Road.

City Attorney Cookson read the title of the resolution.

Public hearing was opened. As no speaker forms were received, the public hearing was closed.

Mayor Johnson announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting.

16. Adoption of Resolution Increasing Rates for Solid Waste/Residential Service. **(Public Works Director Krug)**

Public Works Director Krug explained back in September of 2022 the City Commission approved to increase the rate for solid waste/residential service by \$1.25 per month (\$15.00 annually) in order to create a Sanitation Coordinator's position to be a liaison between the City, the citizens and the franchise vendor to ensure contract service requirements and customer service expectations are met. The new rate will include the 1.4% annual increase, plus the additional \$15.00 annual fee, to provide a new annual fee of \$294.12 (\$24.51 monthly).

The public hearing was opened.

The following person(s) addressed the City Commission:

- **Jim Moyer**, *Ocoee Resident*, inquired what is in the Solid Waste Fund at this time. **Public Works Director Krug** addressed his question.

The public hearing was closed.

City Attorney Cookson read the title of the resolution.

Commissioner Wilsen commented on her initial vote to not prioritize solid waste, and stated the staff liaison will be an asset to the City. **Mayor Johnson** and **Commissioner Hart** made additional comments and also shared their support of the resolution.

Motion: Move to adopt Resolution No. 2023-05, Increasing rates for solid waste/residential curbside (garbage, recycling and yard & bulky waste) service; moved by Commissioner Hart, seconded by Commissioner Kennedy; Motion carried unanimously.

• **REGULAR AGENDA 8:03 PM**

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

Mayor Johnson asked for this item to be continued to the next agenda, May 2, 2023.

18. Approval to Appoint the Mayor Pro Tem. **(City Clerk Sibbitt)**

(Mayor Johnson passed the gavel to Mayor Pro Tem Firstner.)

Motion: Move to appoint Commissioner Wilsen as Mayor Pro Tem. Moved by Mayor Johnson, seconded by Commissioner Hart; Motion carried unanimously.

19. Discussion of Agenda Format for City Commission Meetings. **(City Manager Frank)**

City Manager Frank asked the Mayor to present his proposed agenda revisions to the City Commission.

Mayor Johnson stated he would like to only have one public comment section at the beginning of the meeting, and take the commissioner comments from 10-minute limit to three minutes. **Commissioner Wilsen** asked if it could be five minutes.

(Mayor Pro Tem Firstner has the gavel.)

Motion: Move to revise the City Commission Agenda to retain Public Comments prior to the Consent Agenda and remove Comments from Citizens/Public near the end of the agenda. Moved by Mayor Johnson, seconded by Commissioner Kennedy; Motion carried unanimously.

Motion: Move to revise the City Commission Agenda to limit the Comments from Commissioners from 10 minutes to five (5) minutes. Moved by Commissioner Wilsen, seconded by Mayor Johnson; Motion carried unanimously.

Motion: Move to eliminate the City Commission Announcements Meeting following the adjournment of the City Commission meeting; and further, all revised City Commission Agenda items to go into effect at the next City Commission meeting. Moved by Commissioner Kennedy, seconded by Commissioner Hart; Motion carried unanimously.

• **COMMENTS FROM CITIZENS / PUBLIC 8:09 PM**

The following person(s) addressed the City Commission:

- **Nate Robertson**, *Ocoee Resident*, shared his concerns regarding delaying the upcoming Special Election.
- **Fanny MacTavish**, *Ocoee Resident*, asked who her current District 4 commissioner is, and commented about sanitation in her neighborhood.

• **COMMENTS FROM COMMISSIONERS 8:20 PM**

Commissioner Hart- Commented on the following:

- 1) Thanked everyone for the opportunity to serve his community.
- 2) Announced this month is Child Abuse Month and stated if you see something, say something.

Commissioner Firstner - Commented on the following:

- 1) Announced the date, time and location of the Ocoee Fire Department Open House.
- 2) Announced the date, time and location of the Cinco De Mayo Block Party.
- 3) Announced the date, time and location of the Take Back Day.
- 4) Asked if there are any plans on opening up the HRDB for applications. **Mayor Johnson** said that can be brought up at the next meeting.
- 5) Announced the date, time and location of the Community Picnic.

Commissioner Wilsen – Commented on the following:

- 1) Thanked Mr. Moyer for volunteering his time, and shared that she does not believe an internal audit is necessary at this time, because of the City's healthy reserve fund in which she thanked staff for.
- 2) Shared she believes this is a good time to address City Commission expenses with providing spending limits on travel.
- 3) Shared she would like to see parameters set on the City Commission discretionary funds for the upcoming budget.

Commissioner Kennedy – Commented on the following:

- 1) Stated he plans to file a monthly Written Commissioner's Report for communication and transparency for District 1 outlining what he is doing, working on and what is happening.
- 2) Shared he currently is attending the Ocoee's Public Safety Academy with PD & FD, which has been very informative and makes him very proud of the City's public safety departments.
- 3) Stated the Police Department is currently working with Grow Healthy Kids to collect sports balls. He donated \$250 of his discretionary funds to Grow Healthy Kids. See growhealthykids.org to donate.
- 4) Shared he maintains an Action Item Book which currently has 52 Action Items. He works at City Hall every Friday afternoon, and he has been meeting with department heads addressing

issues and advocating for his district. Email him at Skennedy@ocoee.org if you have an issue or want to see the status of any items.

- 5) Noted the number one issue in his district is traffic and congestion. He stated the Lakewood shutdown exacerbates all other issues and needs to be reopened immediately. The following is a current update on Lakewood: The roundabout was open on Friday, April 7th; and the paving up to the extension of 2nd Street is scheduled to be April 28th, which will allow access from N. Lakewood to Adair St. and connection to Clarcona Ocoee Rd. The Clarke Road widening is waiting on SWFWMD.
- 6) Shared he has been busy recruiting citizens for open spaces on advisory boards, and listed events he has recently attended.
- 7) Thanked Mr. Moyer for stepping up and volunteering, and congratulated Commissioner Hart on his appointment.
- 8) Informed he wishes to reform the HRDB and update the board to a more modern concept and rename it Inclusion, Diversity, Equity & Access (IDEA). He further stated he would like to reshape the board's mission and requirements for volunteers.

Mayor Johnson – Commented on the following:

- 1) Shared he wants the Christmas parade to start up this year. **Cathy Sills** stated she was devastated when the parade was canceled and offered her services to assist with the parade behind the scenes. **Commissioner Wilsen** shared a lot of positive comments were received about the Jolly Jamboree. **City Manager Frank** stated with Cathy Sills and enough volunteers, it can be very successful.
- 2) Announced the date, time and location of the Cinco De Mayo Block Party.
- 3) Thanked all residents who voted in the election.
- 4) Asked the Commission to start thinking about the upcoming budget meetings.
- 5) Thanked Mr. Moyer and Commissioner Hart for their time and efforts.
- 6) Asked residents to watch their speed and slow down on the roads.
- 7) Asked for something to be placed on the roads in downtown to slow traffic down.

• **ADJOURNMENT 8:52 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: May 2, 2023
Item #: 2

Contact Name: Craig Shadrix
Contact Number: Ext. 6434

Department Director: Craig Shadrix
City Manager: Robert Frank

Subject: Approval of the Third Amendment to Agreement for Purchase and Sale between Wire Development, LLC and the City of Ocoee for purchase of City owned property at Crown Point. (City Attorney Cookson)

Background Summary:

On September 21, 2021, the City Commission directed City Staff to proceed with contract negotiations following Wire Development's unsolicited offer to purchase the city-owned property. On February 15, 2022, the City and Wire Development entered into that Agreement for Purchase and Sale. The Agreement was amended on August 16, 2022, to provide for an extension to the Inspection Period until December 15, 2022, and on December 6, 2022, to provide an additional 90-day extension to the Inspection Period to finalize the Impact Fee Credit Agreement, obtain emergency access to the property over property owned by Orange County, Florida and to allow the Buyer time to enter into an agreement with the School Board of Orange County, Florida, related to certain roadway improvements on the property.

The Buyer is requesting a third amendment to the Agreement for Purchase and Sale to address the following:

1. Inspection Period: to allow an extension of the Inspection Period to May 15, 2023, or until the Buyer and Seller have approved the form of the Impact Fee Credit Agreement and the form of the Development Agreement, but not longer than 45 days from May 15, 2023; and
2. Stormwater Retention: to confirm Buyer's obligation to close on the South Tract of the Property after construction is complete on Stormwater Pond 10 and receipt of the related approvals; and
3. Bifurcation of Closings: to allow Buyer to close solely on the North Tract of the Property and extend the Closing Date on the South Tract of the Property for 180 days from the Closing on the North Tract in the event that certain conditions related to access and temporary easements have not been met and if Stormwater Pond 10 has not been completed and approved. If Buyer elects to bifurcate the Closings and if the South Tract Closing Conditions are not met within 180 days following the North Tract Closing Date, Buyer may either waive the closing conditions on the South Tract and proceed to Closing, extend the Closing on the South Tract for one additional 180 day period, or terminate the Agreement for Sale and Purchase as to the South Tract; and
4. Purchase Price: to amend the original purchase price of \$3,000,000.00 for the North Tract and South Tract to \$2,300,000.00 for the North Tract and \$700,000.00 for the South Tract.

Issue:

Should the Honorable Mayor and the City Commissioners approve the Third Amendment to the Agreement for Purchase and Sale dated February 17, 2022?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners approve the Third Amendment to the Agreement for Purchase and Sale dated February 17, 2022.

Attachments:

1. Third Amendment to Agreement for Purchase and Sale

Financial Impacts:

None

Type of Item: Consent

THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE

This Third Amendment to Agreement for Purchase and Sale (this “Amendment”) is entered into as of _____, 2023 (the “Amendment Effective Date”), by and between the CITY OF OCOEE, a Florida municipal corporation, established under the laws of the State of Florida (“Seller”) and WIRE DEVELOPMENT LLC, a Florida limited liability company (the “Buyer”).

RECITALS

A. WHEREAS, Seller and Buyer entered into that certain Agreement for Purchase and Sale dated February 17, 2022 (the “Original Agreement”), as amended by that certain First Amendment to Agreement for Purchase and Sale entered into by and between Seller and Buyer as of August 16, 2022 (the “First Amendment”) and as amended by that certain Second Amendment to Agreement for Purchase and Sale entered into by and between Seller and buyer as of December 6, 2022 (the “Second Amendment” and collectively with the Original Agreement and the First Amendment, the “Agreement”) with respect to the sale of certain Property as more particularly defined in the Agreement;

B. WHEREAS, Seller and Buyer desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing, the promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. Legal Description of the Land; North Tract and South Tract. **Exhibit “A”** of the Agreement is hereby deleted in its entirety and replaced with Exhibit “A” attached hereto and incorporated herein by reference. The parties agree and acknowledge that the legal description of the Land set forth on **Exhibit “A”** has been approved by Seller and Buyer and shall constitute the legal description of the Land. Seller and Buyer further agree and acknowledge that the Land is comprised of two parcels of real property, which are more particularly described on **Exhibit “B”** attached hereto and incorporated herein by reference (the “North Tract”) and on **Exhibit “C”** attached hereto and incorporated herein by reference (the “South Tract”).

3. Purchase Price. Section 2(a) of the Agreement is hereby amended such that the Purchase Price to be paid by Buyer to Seller at Closing for the Property shall be allocated as follows: Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00) shall be allocated to the North Tract (the “North Tract Purchase Price”) and Seven Hundred Thousand and No/100 Dollars (\$700,000.00) shall be allocated to the South Tract (the “South Tract Purchase Price”).

4. Inspection Period; Impact Fee Agreement; Development Agreement. The Inspection Period is hereby extended to the earlier of: (i) 11:59 p.m. Eastern Time on May 15, 2023, or (ii) three (3) business days following final approval by Seller and Buyer of the form of Impact Fee Agreement and form of the development agreement incorporating all plans and conditions of approval associated with Buyer's Intended Use as required by the provisions of Section 4-5B(5) of Article IV of the Ocoee Land Development Code (the "Development Agreement"); provided, however, that in the event parties have not reached agreement on the form of the Impact Fee Agreement or the Development Agreement by May 15, 2023, then in such event, the Inspection Period shall be extended day-for-day until such time as the parties reach agreement on the form of the Impact Fee Agreement and/or Development Agreement, as applicable; provided, however, that such extension shall not exceed forty-five (45) days. In the event the parties have not reached agreement on the form of the Impact Fee Agreement and/or Development Agreement on or before the expiration of the Inspection Period, as may be extended pursuant to the terms of this Section 4, and Buyer elects to waive Buyer's right to terminate this Agreement prior to the expiration of the Inspection Period as provided for in Section 11 of the Agreement, then in such event, approval of the Impact Fee Agreement and/or Development Agreement, as applicable, shall nevertheless remain part of Buyer's Required Approvals pursuant to Section 6 of the Agreement.

5. Stormwater Retention. Seller and Buyer agree and acknowledge that a master stormwater system exists with respect to the development of the Ocoee PUD (the "Master Stormwater System") and that Buyer intends to connect to and discharge stormwater outfall from the South Tract to the Master Stormwater System at the location as shown on Exhibit "D" attached hereto and incorporated herein by reference ("Pond 10") and to pursue approval for such connection and discharge to Pond 10 from all parties having jurisdiction over the Stormwater Management System (the "South Tract Stormwater Approvals"). Seller and Buyer further agree that Pond 10 has not yet been constructed and that it is contemplated that Orange County Public Schools ("OCPS") shall be responsible, at OCPS's sole cost and expense, for constructing Pond 10 and permitting Buyer to connect to and discharge to Pond 10 in connection with the development of a portion of Buyer's Project on the South Tract. Seller agrees and acknowledges that construction of Pond 10 and receipt of the South Tract Stormwater Approvals are conditions to Buyer's obligation to close on the South Tract (the "Pond 10 Closing Conditions").

6. Separate Closings of the North Tract and South Tract. Notwithstanding anything set forth in the Agreement to the contrary, Seller agrees and acknowledges, in the event that, the Access Easement Termination Condition, Temporary Easement Termination Conditions and Pond 10 Closing Conditions (collectively, the "South Tract Closing Conditions") are not satisfied as of the Closing Date, as may be extended pursuant to the terms of the Second Amendment, then in such event, Buyer shall be permitted to close solely on the acquisition of the North Tract in accordance with the Agreement and to extend the closing on the South Tract to a date which is thirty (30) days following satisfaction of the South Tract Closing Conditions (the "South Tract Closing Date") by providing written notice of Buyer's election to extend the closing on the South Tract no

later than fifteen (15) days prior to the then scheduled Closing Date (the “South Tract Closing Extension Notice”). Buyer’s failure to deliver the South Tract Closing Extension Notice shall be deemed Buyer’s election to close on the South Tract simultaneously with the North Tract, subject to satisfaction of all other terms, provisions, covenants, conditions and representations and warranties set forth in the Agreement. In the event Buyer delivers the South Tract Closing Extension Notice, then the parties shall proceed to closing on the North Tract (subject to satisfaction of all other terms, provisions, covenants, conditions and representations and warranties set forth in the Agreement) and Buyer shall pay the North Tract Purchase Price at the Closing Date and the South Tract Purchase Price at the South Tract Closing Date and all other terms, provisions, covenants, conditions, representations and warranties shall thereafter be deemed severed and applicable only to the North Tract as of the Closing Date for the North Tract and as to the South Tract as of the South Tract Closing Date, respectively; provided, however, that seventy-five percent (75%) the Deposit (the “North Tract Deposit”) shall be applicable to the North Tract Purchase Price at the Closing Date and the remaining twenty-five percent (25%) of the Deposit (the “South Tract Deposit”) shall be applicable to the South Tract Purchase Price at the South Tract Closing Date. In the event that the South Tract Closing Conditions are not satisfied or waived by Buyer on or before the date which is one-hundred eighty (180) days following the Closing Date of the North Tract (the “South Tract Outside Closing Date”), then in such event (subject to satisfaction of all other terms, provisions, covenants, conditions and representations and warranties of the Agreement which relate to the South Tract) Buyer shall be permitted to elect to either (i) waive the South Tract Closing Conditions and proceed to closing on the South Tract in accordance with the terms of the Agreement, (ii) extend the South Tract Outside Closing Date for one (1) additional period not to exceed one-hundred eighty (180) days to permit Seller to satisfy the South Tract Closing Conditions or (iii) terminate the Agreement with respect to Buyer’s obligation to close on the South Tract, whereupon the Agreement shall terminate solely with respect to the South Tract, the South Tract Deposit shall be refunded to Buyer and the parties shall be relieved of any further obligations with respect to the terms, expressly survive such termination. In the event Buyer elects to extend the South Tract Outside Closing Date and Seller fails to satisfy the South Tract Closing Conditions within such one-hundred eighty (180) days extension period, then in such event, (subject to satisfaction of all other terms, provisions, covenants, conditions and representations and warranties of the Agreement which relate to the South Tract) Buyer shall be permitted to elect to either (i) waive the South Tract Closing Conditions and proceed to closing on the South Tract in accordance with the terms of the Agreement or (ii) terminate the Agreement with respect to Buyer’s obligation to close on the South Tract, whereupon the Agreement shall terminate solely with respect to the South Tract, the South Tract Deposit shall be refunded to Buyer and the parties shall be relieved of any further obligations with respect to the terms, expressly survive such termination.

7. School Board Agreement. Section 5 of the Second Amendment is hereby deleted in its entirety.

8. Ratification. Except as modified hereby, all terms and conditions of the Agreement are hereby ratified and confirmed and remain in full force and effect. In the

event of any conflict between any term set forth in the Agreement and this Amendment, the terms of this Amendment shall control.

9. Counterparts/Facsimile. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document. Execution and delivery of this Amendment may be accomplished via electronic transmission.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have caused this Amendment to be duly executed as of the Amendment Effective Date.

SELLER:

CITY OF OCOEE, FLORIDA, a Florida
municipal corporation

By: _____

Name:

Title:

Attest: _____

_____, City Clerk

Date: _____

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE. APPROVED AS
TO FORM AND LEGALITY THIS ____
DAY OF _____, 20__.

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 20__ UNDER
AGENDA ITEM NO__.

Shuffield, Lowman & Wilson, P.A.

Scott A. Cookson, City Attorney

BUYER:

WIRE DEVELOPMENT LLC,
a Florida limited liability company

By: _____
Holly Collins-Garcia, Manager

Exhibit A
Legal Description of the Land

Exhibit B
Legal Description of the North Tract

Exhibit C
Legal Description of the South Tract

Exhibit D
Depiction of Pond 10



Meeting Date: May 2, 2023

Item #: 3

Contact Name: Shannon Hopper, Joyce Tolbert

Department Director: Rebecca Roberts

Contact Number: Ext. 1524, Ext. 1516

City Manager: Robert Frank

Subject: Approval to Award RFP #23-005 Continuing Owner's Representative for City Projects Including Federal Grant Funded ARPA Projects. (Procurement Manager Tolbert)

Background Summary: The City of Ocoee, in conformance with Chapter 21, Purchasing Policy and procedures of the City, and the Federal Procurement Standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable, solicited sealed Proposals from qualified firms interested in providing professional construction management services for a variety of City projects including projects funded through the American Rescue Plan Act (ARPA).

The City intends to award a continuing contract to one (1) firm and one (1) alternate firm, to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFP. The continuing contracts shall have an initial term of three (3) years, and two (2) automatic one-year renewal terms. The contract rates may be escalated upon renewal of the contract each year after the initial 3-year term. The city in its sole discretion shall have the option of renewing the contract for an additional two (2) years.

The RFP was advertised on February 5, 2023, and was publicly opened on March 7, 2023. A total of five (5) responses were received. The Finance and Utilities Departments reviewed the responses and all were considered responsive. See the attached Checklist.

The five (5) responses were provided to the RFP Evaluation Committee appointed by the City Manager, which comprised of five (5) members: Jamie Croteau, Utilities Director; Jen Bolling, Assistant Utilities Director; Ginger Corless, CRA Administrator/Deputy Development Services Director; Trent Hopper, Facilities Superintendent; and Brandy Eggerich, Senior Project Assistant. The public RFP Evaluation Committee meeting was held on April 17, 2023, with the Evaluation Committee interviewing, evaluating, and short-listing the firms on specific evaluation criteria. The evaluation committee short-listed the firms in ranked order, and recommended contracting with the top ranked firm, ZHA, Inc., and with the second-ranked firm, Colliers Project Leaders, as an alternate/secondary contingent on Colliers agreeing to remove its proposed 4% fee escalation in order to comply with the RFP terms regarding fixed prices for the initial 3-year contract term per the attached award recommendation from the Utilities Director. Purchasing subsequently contacted Colliers, and Colliers agreed with the removal of the 4% fee escalation.

One of the responding firms, CSA Consulting Group, notified Purchasing of its withdrawal from RFP #23-005 by email on Friday, April 14th, prior to the interviews scheduled for Monday, April 17th; therefore, only four of the five responding firms were interviewed and ranked by the evaluation committee.

RANK	RESPONDENT
1.	ZHA Incorporated
2.	Colliers Project Leaders USA NE, LLC
3.	FBG Engineers & Consulting, Inc.
4.	Cost Management, Inc., dba CMI

Issue:

Should the City Commission award the term contract for Continuing Owner's Representative for City Projects, including Federal Grant Funded ARPA Projects to the top-ranked firm, ZHA, Incorporated, and to the second-ranked firm, Colliers Project Leaders USA NE, LLC as an alternate/secondary term contract, as recommended by the Evaluation Committee?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners:

- 1.) Award the term contract for RFP #23-005 Continuing Owner's Representative for City Projects, Including Federal Grant Funded ARPA Projects to the top-ranked firm, ZHA, Incorporated; and
- 2.) Award an alternate/secondary term contract for RFP #23-005 Continuing Owner's Representative for City Projects, Including Federal Grant Funded ARPA Projects to the second-ranked firm, Colliers Project Leaders USA NE, LLC; and
- 3.) Authorize the Mayor, City Clerk, and Staff to execute the required contract documents with these two (2) firms.

Attachments:

1. Utility Director - Award Recommendation
2. Shortlist and Evaluation Forms
3. Checklist
4. Bid Documents
5. Proposal - ZHA Inc.
6. Interview Handout - ZHA Inc.
7. Colliers' Proposal
8. Colliers' Fee Verification
9. Interview Handout - Colliers Project Leaders
10. Proposal - CMI
11. Interview Handout - CMI
12. Proposal - FBG
13. Interview Handout - FBG
14. CSA's withdrawal from RFP

Financial Impacts:

These services will be funded from the budget of various city projects, or projects funded through the American Rescue Plan Act (ARPA).

Type of Item: Consent



Mayor
Rusty Johnson

City Manager
Robert Frank

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
Ages Hart, District 4

MEMORANDUM

TO: Shannon Hopper, Purchasing Technician

FROM: Jamie Croteau, Utilities Director

DATE: April 24, 2023

**RE: Contract Award Recommendation RFP #23-005
Continuing Owner's Representative for City Projects,
Including Federal Grant Funded ARPA Projects**

The Evaluation Selection Committee for RFP# 23-005, Continuing Owner's Representative for City Projects, Including Federal Grant Funded ARPA Projects recommends awarding the contract to ZHA Incorporated, with Colliers Project Leaders USA NE, LLC., as the alternate.

The Evaluation Selection Committee was comprised of Jennifer Bolling (Assistant Utilities Director), Brandy Eggerichs (Senior Project Assistant), Trent Hopper (Facilities Superintendent), and Ginger Coreless (Deputy Director of Development Services) and myself.

The City received qualifying responses from five (5) firms. The Committee reviewed these responses and interviewed four (4) firms, as the 5th firm withdrew from the RFP prior to the interview.

The Owner's Representative shall provide professional construction management services for a variety of City projects, the majority of which are Utility projects, including projects funded through the American Rescue Plan Act (ARPA).

RFP #23-005
CONTINUING OWNER'S REPRESENTATIVE FOR CITY PROJECTS,
INCLUDING FEDERAL GRANT FUNDED ARPA PROJECTS
SHORTLIST FOR RECOMMENDATION OF AWARD AFTER INTERVIEWS

Respondent		Colliers Project Leaders USA NE, LLC	Cost Management Inc. dba CMI	CSA Consulting Group LLC dba CSA Associates LLC	FBG Engineers & Consulting, Inc.	ZHA Incorporated
Evaluator 1		2	3	0	4	1
Evaluator 2		2	4	0	3	1
Evaluator 3		3	4	0	2	1
Evaluator 4		2	3	0	4	1
Evaluator 5		2	4	0	4	1
TOTAL		11	18	0	17	5
RANKING		2	4	Withdrew from RFP prior to interview	3	1

Note: Lowest Total is Top Ranking

After interviewing the responding firms, the Evaluation Committee recommends award to the top ranked firm ZHA Inc., and to the second-ranked firm Colliers Project Leaders as an alternate/secondary contingent on Colliers agreeing to remove its proposed 4% fee escalation to comply with the RFP terms regarding fixed prices for the initial 3-year contract term. Purchasing subsequently contacted Colliers, and Colliers agreed with the removal of the 4% fee escalation. The emails between Purchasing and Colliers with this information were forwarded to the evaluation committee.

Note: CSA Consulting Group sent an email to Purchasing on Friday, April 14th withdrawing from the RFP.

RFP #23-005
CONTINUING OWNER'S REPRESENTATIVE FOR CITY PROJECTS,
INCLUDING FEDERAL GRANT FUNDED ARPA PROJECTS
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Colliers Project Leaders USA NE, LLC	Cost Management Inc. dba CMI	CSA Consulting Group LLC	FBG Engineers & Consulting, Inc.	ZHA Incorporated
Overall expertise of the Firm to provide requested services (0-35 Points)	31	26		28	33
Past performance and experience of the Firm and Project Team (0-30 Points)	28	23		25	29
Current and projected workload of the Firm (0-20 Points)	19	18		18	19
Firm's Hourly Rates (0-10 Points)	5	9	9	9	9
Certified small or minority business, women's business enterprise, or labor surplus area firm - Responding Firm only (0-5 Points)	0	5	0	0	0
TOTAL POINTS (0-100 Points) <i>Ranking</i>	2 <i>Pts</i>	3 <i>Pts</i>	9	4 <i>Pts</i>	1 <i>Pts</i>
Member Ranking (1-5)	83	81		80	90

Evaluator Name Jamie Croteau

Evaluator Signature *[Signature]*

Evaluator #1

RFP #23-005
CONTINUING OWNER'S REPRESENTATIVE FOR CITY PROJECTS,
INCLUDING FEDERAL GRANT FUNDED ARPA PROJECTS
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Colliers Project Leaders USA NE, LLC	Cost Management Inc. dba CMI	CSA Consulting Group LLC	FBG Engineers & Consulting, Inc.	ZHA Incorporated
Overall expertise of the Firm to provide requested services (0-35 Points)	29	78		21	33
Past performance and experience of the Firm and Project Team (0-30 Points)	24	19		22	27
Current and projected workload of the Firm (0-20 Points)	14	14		14	16
Firm's Hourly Rates (0-10 Points)	5	9		9	9
Certified small or minority business, women's business enterprise, or labor surplus area firm - Responding Firm only (0-5 Points)	0	5		0	0
TOTAL POINTS (0-100 Points)	5 72	14 65	9	9 66	8 85
Member Ranking (1-5)	2	4		3	1

Evaluator Name

Evaluator Signature

Evaluator #2

RFP #23-005
CONTINUING OWNER'S REPRESENTATIVE FOR CITY PROJECTS,
INCLUDING FEDERAL GRANT FUNDED ARPA PROJECTS
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Colliers Project Leaders USA NE, LLC	Cost Management Inc. dba CMI	CSA Consulting Group LLC	FBG Engineers & Consulting, Inc.	ZHA Incorporated
Overall expertise of the Firm to provide requested services (0-35 Points)	20	20	3	20	30
Past performance and experience of the Firm and Project Team (0-30 Points)	20	20	20	20	30
Current and projected workload of the Firm (0-20 Points)	15	15	15	15	20
Firm's Hourly Rates (0-10 Points)	5	9	9	9	9
Certified small or minority business, women's business enterprise, or labor surplus area firm - Responding Firm only (0-5 Points)	0	5	0	0	0
TOTAL POINTS (0-100 Points)	70	69	9	64	89
Member Ranking (1-5)	2	3	4	4	1

Evaluator Name Ginger Corless
 Evaluator Signature Ginger Corless

Evaluator # 3

RFP #23-005
CONTINUING OWNER'S REPRESENTATIVE FOR CITY PROJECTS,
INCLUDING FEDERAL GRANT FUNDED ARPA PROJECTS
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Colliers Project Leaders USA NE, LLC	Cost Management Inc. dba CMI	CSA Consulting Group LLC dba CSA Associates LLC	FBG Engineers & Consulting, Inc.	ZHA Incorporated
Overall expertise of the Firm to provide requested services: (0-35 Points)	30	10	N/A	35	35
Past performance and experience of the Firm and Project Team (0-30 Points)	20	10	N/A	30	35
Current and projected workload of the Firm (0-20 Points)	15	20	N/A	12	15
Firm's Hourly Rates (0-10 Points)	5	9	9	9	9
Certified small or minority business, women's business enterprise, or labor surplus area firm - Responding Firm only (0-5 Points)	0	5	0	0	0
TOTAL POINTS (0-100 Points)	70	54	9	86	94
Member Ranking (1-5)	3	4		2	1

Evaluator Name Talent Hopper

Evaluator Signature [Signature]

Evaluator #4

RFP #23-005
CONTINUING OWNER'S REPRESENTATIVE FOR CITY PROJECTS,
INCLUDING FEDERAL GRANT FUNDED ARPA PROJECTS
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Colliers Project Leaders USA NE, LLC	Cost Management Inc. dba CMI	CSA Consulting Group LLC dba CSA Associates LLC	FBG Engineers & Consulting, Inc.	ZHA Incorporated
Overall expertise of the Firm to provide requested services: (0-35 Points)	20	15		10	25
Past performance and experience of the Firm and Project Team (0-30 Points)	20	10		5	25
Current and projected workload of the Firm (0-20 Points)	15	5		10	20
Firm's Hourly Rates (0-10 Points)	5	9	9	9	9
Certified small or minority business, women's business enterprise, or labor surplus area firm - Responding Firm only (0-5 Points)	0	5	0	0	0
TOTAL POINTS (0-100 Points)	5	14	9	9	9
Member Ranking (1-5)	60 ②	44 ③		34 ④	29 ①

Evaluator Name Brandy Eggench

Evaluator Signature B. Eggench

Evaluator # 5

RFP #23-005
CONTINUING OWNER'S REPRESENTATIVE FOR CITY PROJECTS, INCLUDING FEDERAL GRANT FUNDED ARPA PROJECTS
REVISED CHECKLIST
3/7/2023 3:00 P.M.

PROPOSER	Colliers Project Leaders USA NE, LLC	Cost Management Inc. dba CMI	CSA Consulting Group LLC	FBG Engineers & Consulting, Inc.	ZHA Incorporated
Acknowledge Addendum 1-2	✓	✓	✓	✓	✓
Sunbiz and License Verification	Active	Active	Active	Active	Active
Verified No Debarment or Suspension in SAM.gov	✓	✓	✓	✓	✓
Certified M/WBE or SBA	N/A	Yes	N/A	N/A	N/A
Submission Requirements such as Experience, References, Workload, Project Approach, ect.	✓	✓	Requested workload clarification - Received	Requested workload clarification - Received	✓
Summary of Litigation	✓	✓	✓	✓	✓
Hourly Rates Provided	✓	✓	✓	✓	✓
Conflict of Interest Disclosure Form	✓	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓	✓
Company Information/Signature Sheet	✓	✓	✓	✓	✓
Drug-Free Workplace Form	✓	✓	✓	✓	✓
Public Entity Crimes Form	✓	✓	✓	✓	✓
Non-Segregated Facilities Form	✓	✓	✓	✓	✓
Scrutinized Companies' Lists Form	✓	✓	✓	✓	✓
Certification of Nondiscriminatory Labor Practices	✓	✓	✓	✓	✓
Byrd Anti-Lobbying Certification Form	✓	✓	✓	✓	✓

Note: Proposers listed in alphabetical order.

CITY OF OCOEE

**REQUEST FOR PROPOSALS
(RFP) #23-005**

**CONTINUING OWNER'S REPRESENTATIVE
FOR CITY PROJECTS, INCLUDING FEDERAL
GRANT FUNDED ARPA PROJECTS**



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FOR
RFP #23-005
CONTINUING OWNER’S REPRESENTATIVE
FOR CITY PROJECTS,
INCLUDING FEDERAL GRANT FUNDED ARPA PROJECTS**

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Request for Proposals, Legal Advertisement

The City of Ocoee, Florida, (the “City”) is soliciting sealed proposals for **RFP #23-005 Continuing Owner’s Representative for City Projects, Including Federal Grant Funded ARPA Projects**. Proposals will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 3:00 p.m., local time, on March 7, 2023**. Proposals received after that time or through any other method will not be accepted under any circumstances. Proposals that have been timely received through Bonfire will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at <https://www.ocoee.org/959/Public-Bid-Meetings>. All questions regarding this RFP shall be in writing to Shannon Hopper, Purchasing Technician, Finance Department/Purchasing, shopper@ocoee.org. No Pre-Submittal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a proposal at no charge through Bonfire by accessing the City’s published solicitation page at <https://ocoee.bonfirehub.com>. For more information, visit <https://www.ocoee.org/323/Purchasing>. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Bonfire e-Procurement Platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, February 5, 2023

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS “RFP” #23-005
CONTINUING OWNER’S REPRESENTATIVE
FOR CITY PROJECTS, INCLUDING FEDERAL GRANT FUNDED ARPA PROJECTS

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida (City), in conformance with Chapter 21, Purchasing Policy and procedures of the City, and the Federal Procurement Standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable, is soliciting sealed Proposals from qualified firms or individuals (Respondent, Firm, Bidder, Proposer) interested in providing professional construction management services for a variety of City projects including projects funded through the American Rescue Plan Act (ARPA). Projects may also include those not related to ARPA funding.

Responding firms must be experienced in providing owner’s representative services for projects of a scope and nature comparable to those described. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm shall be qualified by a licensed professional in accordance with Florida State law and be familiar with all applicable Federal, State of Florida, St. Johns River Water Management District, Orange County, and City land development codes, regulations, and laws, and with City and Orange County construction standards.

2. The City intends to award a continuing contract to one (1) firm and one (1) alternate firm, if possible, to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFP. The continuing contracts shall have an initial term of three (3) years, and two (2) automatic one-year renewal terms. The contract rates may be escalated upon renewal of the contract each year after the initial 3-year term. All escalation requests must be in writing and provided to the City one hundred twenty (120) days prior the end of the current term. The city in its sole discretion shall have the option of renewing the contract for an additional two (2) years.
3. Prospective Respondents may secure a free copy of the documents required for submitting a Proposal through the Bonfire platform by accessing the City’s published solicitation page <https://occoee.bonfirehub.com>. For more information visit <https://www.occoee.org/323/Purchasing>. Prospective Respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Bonfire platform; there is no charge to use Bonfire. Partial sets of documents required for submitting a Proposal will not be issued.
4. The City **ONLY** accepts electronic solicitation responses online through the City’s Bonfire platform at <https://occoee.bonfirehub.com>. This link can also be accessed through the City’s website at <https://www.occoee.org/323/Purchasing> under the **Current Open Solicitations** menu. All submissions for this RFP **MUST** be submitted electronically through the Bonfire Platform, submissions received in any other format will not be accepted; paper, fax, or e-mailed submissions will NOT be

accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a Response. You will be required to register once you click the “PREPARE YOUR SUBMISSION” in the solicitation file. It is suggested your company register no later than 24 hours in advance of the submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

Upon completing the registration with Bonfire, Respondents will be able to submit a bid securely, any time before the submission deadline, at <https://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 Bonfire platform and an email from Bonfire confirming the submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the submission deadline. Respondents are encouraged to allow ample time to upload and submit their Proposal 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 RFP. Details on how to access the virtual bid opening will be posted on Bonfire once available and will also be posted on the City’s website at <https://www.ocoe.org/959/Public-Bid-Meetings>.

5. The City will receive questions regarding this RFP only through written inquiries directed to Shannon Hopper, Purchasing Technician through the RFP project file on the Bonfire Platform or by email at shopper@ocoe.org. The deadline for receipt of questions is **February 22, 2023 at 3:00 p.m., local time**. Questions received after that time may not be answered. Any clarifications/changes will be made by way of written addenda only, issued by the Purchasing Technician and posted on Bonfire.
6. Prospective Respondents should not contact City staff, with the exception of the Purchasing Technician, members of the Ocoee City Commission or other City consultants for information regarding this RFP before the award date. Any contact with any other member of City Staff, City Commission, or its Agents during the solicitation, award, and protest period may be grounds for disqualification.
7. **Pre-Proposal Conference:** None scheduled at this time.
8. Respondents shall submit one (1) complete electronic copy of their Proposal on the Bonfire Platform. Proposals must be received by Bonfire no later than **3:00 p.m., local time, on March 7, 2023**. Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a 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 Bonfire Platform prior to the due date and time.

9. **File Uploads** – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.
10. Action on Proposals 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 Proposal and subsequent City Commission action. An estimated schedule is given below.
11. The successful Respondent shall be required to execute an Agreement, in form and content acceptable to the City, indemnifying and holding harmless the City, its officials, officers, employees, and agents from all claims. All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement.
12. **FEDERAL GRANTS:**
All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 327. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 C.F.R. Section 200.317 – 327. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this contract.

In the event of a conflict between the City's Purchasing Policy, codified at Chapter 21 of the City's Code of Ordinances, and Federal Code, the more restrictive rule shall prevail.

All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. 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.

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.

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 an award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. See § 287.133 (2) (a), Florida Statutes.

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. 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.ocoe.fl.us, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVE., OCOEE, FLORIDA 34761.

16. **RETENTION OF RECORDS FOR ARPA PROJECTS:**

The U. S. Department of Treasury requires records to be maintained for a period of five years for the ARP/CSLFRF award. Contractor shall retain all records for ARPA projects and make available upon request for a period of five (5) years following final payment to the contractor.

17. **PATENT INDEMNITY:**

Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the

Respondent and persons employed or utilized by the Respondent in the performance of this contract.

Further, the Respondent shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

18. CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:

- a) Respondent declares that the only persons or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of a contract for the described services.
- b) Respondent certifies that no City Commissioner, other City Official, or City employee directly or indirectly owns assets or capital stock of the Responding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit applies to any members of his or her immediate family)
- c) Respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Respondent agrees to immediately notify the City in writing. **Respondent must submit the attached Conflict of Interest Statement.**
- d) Respondent further declares that a careful examination of the scope of services, 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 services, requirements, and standards contained in the RFP documents.
- e) Respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Respondent offers and agrees that if this negotiation is accepted, the Respondent will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Respondent. The proposal constitutes a firm and binding offer by the Respondent to perform the services as stated.

19. **DRUG-FREE WORKPLACE:**

Provide a statement concerning the Respondent's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Respondent must submit the attached form with proposal.**

20. **CERTIFICATION OF NON-SEGREGATED FACILITIES:**

- a) Respondent certifies that it does not and will not maintain or provide any segregated facilities for the Respondent's employees at any of the Respondent's establishments, and that Respondent does not permit Respondent's employees to perform their services at any location under the Respondent's control where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its Proposal. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms, other storage and dressing areas, parking lots, or drinking facilities provided for employees that are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Respondent agrees that (except where Respondent has obtained identical certification from proposed contractors for specific time periods) Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause, and that Respondent will retain such certifications in Respondent's files.
- b) The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.
Respondent must submit the attached form with proposal.

21. **SCRUTINIZED COMPANIES:**

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

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

23. **INSURANCE TERMS AND CONDITIONS:** The successful Respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional Liability Insurance (Design Errors and Omissions in the amount of \$1,000,000) in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The awarded consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer in accordance with Ch. 440 of the Florida Statutes.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.
2. Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Consultant shall provide, and cause each

subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

3. Consultant's Public Liability and Property Damage Insurance: The Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant, and the amounts of such insurance shall be the minimum limits as follow:
4. Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - All covered automobile will be covered via symbol 1
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Ocoee
5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.
 - \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Ocoee
6. Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.
7. Owner's Protective Liability Insurance: (Not applicable for Owner's Representative Services). As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
8. Contractual Liability: If the project is not bonded, the consultant's insurance shall also include contractual liability coverage to insure the fulfillment of the contract.
NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.

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

Commercial Umbrella:

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

Builders Risk: (Not Applicable for Owner's Representative Services).

- \$100,000 Any (1) Location
- \$1,000,000 Any (1) Occurrence

9. Certificates of Insurance: Certificate of Insurance Form (see sample on next page), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
 - The name of the Insured consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
 - Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

(Remainder of page intentionally left blank)

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JC FRAZE-1	DATE (MM/DD/YYYY) 11/04/04
PRODUCER INSURED Contractor's Name Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: AM Best Rating A- or Better	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

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

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

OCOEE01

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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SAMPLE

24. SUMMARY OF LITIGATION:

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

25. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

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

END OF SECTION

C. SCOPE OF SERVICES

The Owner's Representative shall provide professional construction management services for a variety of City projects; the majority of which are Utility projects, including projects funded through the American Rescue Plan Act (ARPA). The Owner's Representative is expected to be involved in all stages of the projects including design and manage all aspects of the construction process. A background in Utility work is essential.

The Approved ARPA Project List, attached to this RFP as Exhibit "A", identifies the City's designated utilities projects to be funded through the American Rescue Plan Act. The City reserves the right to amend the project list at any time as it deems necessary.

The Owner's Representative is the agent of the City for communication and is involved in the decision-making process with City Staff. The general duties, which may be modified in each project/workorder, are:

1. Act as the Owner's (City's) agent and process/execute documents associated with a project. This task is moderated by City Code, which requires the Mayor to execute financial commitments by the City, and the City's purchasing rules, practices, and policies. The Owner's Representative can also execute permit applications on behalf of the City, and issue Notices to Proceed, Substantial Completion, and Final Completion. The Owner's Representative does not have the authority to authorize work that requires an addition to the project budget or contract amount.
2. Draft, negotiate, administer, coordinate, interpret, and otherwise manage the contractual obligations of the Owner.
3. Draft, review, and/or approve the plans, specifications, and other contract documents for assigned capital projects.
4. Coordinate the work of consultants and contractors with the appropriate City staff. Most projects will have an identified set of people inside and outside City government that need to be involved in the planning and execution of construction projects. Coordinating the work with these stakeholders may include frequent communications through emails, printed documents, and meetings.
5. Inspect the work for conformance with the approved plans. This duty may be shared with various consultants, such as the project architect or engineer of record. Some projects may also require acquisition and management of threshold inspection services. The Owner's Representative may reject or accept work when it deviates from the approved plan, and may work with the contractor and design professionals to adapt the approved design to field conditions or to reflect adjustments needed to implement approved (accepted) deviations from the approved plans.
6. Secure and manage field investigation services, such as geotechnical engineering, in advance or during construction.
7. Organize and provide all applicable historical records related to field tests, surveys, and other work conducted in advance of the contract's execution, in addition to the documents concurrent with the project. In particular, the Owner's Representative must manage the various versions of design documents issued or modified over the course of the project.
8. Negotiate change orders on behalf of the Owner.
9. Identify properties that may be required to construct a project, such as real property acquisitions and construction easements.

10. Issue stop work orders when the contractor fails to correct the work in accordance with prior direction.
11. Review and approve or reject pay applications.
12. Review and approve, renegotiate, or reject contractor requests for charges against the approved project contingencies.
13. Review and approve Owner Direct purchases.
14. Issue memorandum, letters, or other instruments covering decisions made on behalf of the Owner during the course of the project. Directions and decisions made by the Owner's Representative are binding on the Owner.
15. Participate in the review of and response to requests for information (RFI) and product submittals in coordination with the project architect, engineer of record, and other professionals involved in insuring that the construction phase properly executes the approved plan of construction.
16. There are generally time limits placed on the decision-making processes defined in consultant and construction contracts that impact the Owner's Representative's performance of assigned duties.
17. Provide periodic updates to City staff and managers through written communications, onsite meetings, telephone discussions, email, and other means appropriate to the nature of the communications and the subject. All records made related to these communications are subject to disclosure under the State's public records laws. The Owner's Representative may be required to produce documents (both printed and electronic) in response to public records requests.
18. Must be familiar with federal grant programs and the associated requirements.
19. May participate in the selection process for construction service providers.
20. May be asked to provide services for City Projects not related to ARPA funding.

The Owner's Representative does not have the authority to direct the contractor's means and methods for construction or the sequencing of project tasks; however, the Owner's Representative may put the contractor on notice of violations that may be observed with regard to the Florida Building Code, OSHA regulations, the Florida Trench Act, stormwater management requirements, and other governing regulations.

(Remainder of page intentionally left blank)

D. SUBMITTALS

Proposals must describe the qualifications of the Respondent proposing to provide services, and should be designed to portray to the City how the Respondent's services can best match the knowledge, skills, and abilities suggested by the anticipated Scope of Services of this solicitation. In order for the City to evaluate the Proposal, each Respondent shall provide information relative to their ability to provide services that will best meet the needs of the City.

Respondents should include a copy of all applicable licenses held by firms or key subconsultants proposing to perform the work. Proposals should be limited to a total of **thirty (30) 8.5" x 11" pages** (required forms are excluded from page count), single-sided, portrait orientation, 12-point font if possible. Any Proposal failing to conform to these specifications may be 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 Proposal and shall be understood to do so.** All expenses for providing a Proposal to the City in response to this RFP shall be borne by the Respondent.

The required submission materials include the following:

I. Firm's Qualifications

- List of firm's key employees/project team members, their qualifications/resumes, and their role in providing the desired City services.
- Firm's and key employee's/project team members' certifications and licenses with regulatory agencies, professional organizations, etc.
- List firm's sub-consultants, their qualifications, and their role in this project.
- List of firm's other current or recently successfully completed similar services within the past three (3) years with other public or private agencies which illustrates the experience of the firm.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.
- Provide a project staff organization chart for the project team assigned to this project.
- Current and projected workload of the Firm, provide project and client names, and project commencement and projected completion dates, and construction dollar value of the project.
- Project Approach: Briefly describe the Firm's understanding of the project and how the Firm would accomplish this work.

II. Firm's Hourly Rates

- Provide a list of the Firm's hourly rates for project team member roles such as Project Executive/Principal, Project Manager, Design Review, Project Controls, Construction Inspection, etc.
 - * Reimbursable expenses will be at cost

III. Firm's Other Forms (not included in page limit)

- All required forms listed on the Table of Contents to be submitted with Proposal
- Summary of Litigation, if none please indicate in this section of your Proposal. Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Firm in the past five (5) years which is related to the services that the Firm provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
- Acknowledgement of Addenda
- Certified small or minority business, women's business enterprise, or labor surplus area firm. Include certifications for Responding firm only. Please be aware that partial points will NOT be awarded for M/WBE sub-consultants.

E. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFP	Request for Proposals published
2/22/2023	Last day for questions
3/07/2023	Statements of qualification are due
5 days later	Proposals distributed to evaluation committee
1-2 weeks later	Evaluation Committee meeting held
1-2 weeks later	Interviews of the top ranked Respondents
Next meeting	Evaluation Committee's recommendation to City Commission

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

F. SELECTION PROCESS

The criteria for selection shall be based on the criteria listed in the RFP.

A City evaluation committee will evaluate each Respondent's qualifications and after potential interviews and/or oral presentations, will short-list and recommend for award to the City Commission one (1) firm and one (1) alternate firm, if possible, in ranked order of qualifications, based upon the evaluation committee's evaluation of the proposals and any client references. The Evaluation Committee may conduct discussions with, and may require oral presentations from, the top ranked Proposers, at the discretion of the Evaluation Committee. Respondents shall be notified via Bonfire or other means of staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. The City Commission shall be the final authority in the award or rejection of any all responses.

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. The City shall be the sole judge of the competency of Proposers. All successful Proposers shall be required to execute an agreement with the City.

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

G. EVALUATION CRITERIA:

Evaluation Criteria	Maximum Points
1. Overall Expertise of Firm to Provide Requested Services	35
2. Past Performance & Experience of the Firm and Project Team	30
3. Current and Projected Workload of Firm	20
4. Firm's Hourly Rates	10
5. Certified small or minority business, women's business enterprise, or labor surplus area firm – Responding Firm only.	5
Total Possible Points	100

H. BID PROTESTS:

All Bid Protests shall be submitted to the Purchasing Agent in the following manner by email to Shannon Hopper, shopper@ocoe.org with a copy to Joyce Tolbert, jtoltbert@ocoe.org:

1. A Bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
2. A bid protest shall be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.
3. The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
4. The bid protest shall be filed with the Purchasing Agent not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
5. The Purchasing Agent, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

END OF SECTION

EXHIBIT “A”

APPROVED ARPA PROJECT LIST

EXHIBIT "A"

APPROVED ARPA PROJECT LIST

Department	Project	Description	Estimated Cost	Notes
General Government	Lost Revenue	Standard allowance for lost revenue.	10,000,000.00	The lost revenue allowance will be used to partially cover the cost of public safety salaries for FY 21/22.
SUB TOTAL - GOVERNMENT SERVICES:			10,000,000.00	
Utilities Field Inf.	Fullers Cross/Ocoee Apopka & Clinger Cove – New Lift Station, Force Main & Upgrade to Clinger Cove Lift Station	Construct a new master lift station and force main in the vicinity of Fullers Cross and Ocoee Apopka Road to provide sewer service to the north west portion of the service area. A new major lift station will be constructed on Fullers Cross, force main will be constructed down Ocoee Apopka Road and tie into Clinger Cove lift station force main, and the existing 6" force main on Clinger Cove will be upsized to accommodate the additional flow.	2,200,000.00	These projects will be funded under infrastructure improvements using ARPA funding.
Utilities Field Inf.	Lakewood/ Rewis – Water Main Replacement	Replace failing asbestos cement water system to improve service reliability. The project will also consist of constructing the 8" Transmission Main which will be the prerequisite for the Spring Lake Circle Project and the North Rewis Project.	1,300,000.00	
Utilities Plant Inf.	Expand and Upgrade Electrical Room	Motor Control Center Room (MCC) is undersized and equipment is nearing the end of its useful life. Electric limitations are restricting plant upgrades and expansion.	2,400,000.00	
Utilities Plant Inf.	Replacement of Existing Rotors and the Addition of a New Rotor to each of the City's Oxidation Ditches along with Replacement/Upgrade of the Underground Electrical Chases, Associated Gear Boxes, VFD Pumps and Motors	Replace 3 existing rotors that have been in service for 22 years and add two new rotors, gear box, motor, and bearings to the oxidation ditches to improve system redundancy, treatment capacity, and increase nitrogen removal to comply with Wekiwa and Rock Springs BMAP requirements.	735,000.00	
Utilities Plant Inf.	Clarifier 1 & 3 Mechanical Replacement	Replace bull gear, planetary gearbox, motor and control panels	300,000.00	
Utilities Plant Inf.	Upgrade to Existing Reuse Pump Station	Replace (4) pumps, motors, and pedestals that have been in service for 20 years and purchase spare pump/motor for back up (complete with New VFD Units)	225,000.00	
Utilities Plant Inf.	Upgrade to Existing Transfer Pump Station	Replace (4) pumps and motors that have been in service for 20 years, purchase 1 spare pump/motor, and upgrade alarm system and SCADA integration	187,000.00	
Utilities Plant Inf.	New Reclaimed Storage Tank	Construct a new reclaimed storage tank at the WWTP to accept supplemental reclaimed water reserve from Orange County to boost system pressure, increase supply, and use more of the Orange County reclaim reserve supply that we pay for regardless of its use. Scheduled: design in FY 2023 and construct 2024.	2,282,231.00	
Utilities Plant Inf.	Transmission Main from OC Interconnect to New Pump Facility	Construct 12" reclaimed water main from the Orange County Interconnect south on Lauren Beth Ave to the new storage tank at the WWTP to allow reclaimed water from Orange County be brought into the City's reclaimed system without a disruption to customers. Scheduled: design in FY 2023 and construct 2024.	1,069,496.00	
Utilities Plant Inf.	New Reclaimed Pumping Facility	Construct a new reclaimed pumping facility at the WWTP to allow for distribution of supplemental reclaimed water from Orange County. Scheduled: design in FY 2023 and construct 2024.	1,784,145.00	
Administrative Cost			1,689,827.00	
SUB TOTAL INFRASTRUCTURE AND ADMINISTRATIVE COSTS:			14,172,699.00	
TOTAL PROJECTED COSTS:			24,172,699.00	



**EXHIBIT “B”
RFP CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

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

Indicate by check mark 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 "C"
COMPANY INFORMATION/SIGNATURE SHEET RFP #23-005

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)

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) _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____ or

Produced Identification _____

(Type of Identification)

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "D"
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 to (or affirmed) and subscribed before me by means of ☐ physical presence or
☐ online notarization, this ____ day of _____, 20____, by _____
in the state of _____ County of _____.

Notary Public

My Commission Expires: _____

EXHIBIT “E”
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Bidder: _____

Signed: _____

By: _____
(Print or Type Name)

Title: _____

Date: _____

____ 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 FOR ONE YEAR FROM THE DATE OF EXECUTION. 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, by means of ☐ physical presence or ☐ online notarization,

_____, 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 "G"
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 “H”
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 "I"
CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee for RFP 23-005

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 Construction Contractor or Subcontractor)

(Address of Construction Contractor or Subcontractor)

(Telephone Number)

(Employer Identification No.)

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”
2 C.F.R. APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

*See notes on the last page of this section regarding the application of the Davis-Bacon Act for ARPA funded projects.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C.](#)

[1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) [§ 200.323 Procurement of recovered materials](#) - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

(L) § 200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

END OF 2 C.F.R. APPENDIX II TO PART 200

*NOTE: For federal grant funded ARPA projects, the Davis-Bacon Act applies to infrastructure projects over \$10 million. Additionally, recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when CSFRF/CLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

Wage Determinations can be located at <https://sam.gov/content/wage-determinations>.

END OF SECTION

EXHIBIT “L”

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.

END OF SECTION



City of Ocoee

RFP #23-005

Continuing Owner's Representative for City
Projects, Including Federal Grant Funded
ARPA Projects

Proposal Due: March 7, 2023, 3:00 PM



ZHA Incorporated
601 N Magnolia Ave, Suite 100
Orlando, Florida 32801
(407) 422-7487 | www.zhaintl.com

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March 7, 2023

Joyce Tolbert, CPPB
Purchasing Agent
City of Ocoee Finance Department
1 North Bluford
Ocoee, Florida 34761

RE: RFP #23-005 Continuing Owner's Representative for City Projects, Including Federal Grant Funded ARPA Projects

Dear Ms. Tolbert,

ZHA is pleased to submit our qualifications to provide professional services for Continuing Owner's Representative for City projects, including grant-funded ARPA projects. ZHA is an Owner's Representative firm specializing in assisting owners in conceptualizing, planning, and implementing their capital projects since our inception in 1983. Our staff is comprised of individuals skilled in planning, architecture, engineering, and construction. Accordingly, we have the expertise necessary to provide the requested services as the City's Owner's Representative. Our project management skills, coupled with our experience with utility projects and grant-funding, uniquely qualifies us to represent the city of Ocoee.

ZHA has staff experienced in performing capital planning, scope development, and project management services on all types and sizes of governmental projects, including utility-related projects. We have represented the cities of Casselberry, Cocoa, Inverness, Lake Mary, Orlando, Panama City, Panama City Beach, Stuart, Winter Garden, and Winter Park, and the counties of Orange, Osceola, Seminole, and Sumter as Owner's Representative on their capital projects for libraries, event centers, community centers, museums, municipal services complexes, utilities, senior centers, police stations, emergency operations centers, recreation parks and facilities, and fire stations. We have performed multiple projects for each of these clients and are often relied on to provide a wide range of services. We understand the importance and effect these projects have on services offered by the City.

Our staff is diverse with extensive experience, so we can offer our clients seasoned expertise on a variety of issues. The consulting services we provide to our owners have been honed over several decades. Many of our employees have been in the industry more

than 30 years and, collectively, we are recognized for our attention to detail and integrity in assisting our owners.

We have read and fully understand the requirements of the RFP and the scope and quality of services requested by the city of Ocoee. ZHA is committed to providing the requested services in the manner that meets or exceeds the city's expectations.

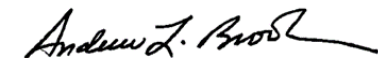
Services for assignments under this contract will be performed out of our Orlando office and the primary contact is:

Andrew L. Brooks
Executive Vice President
601 N. Magnolia Ave., Ste. 100
Orlando, Florida 32801

We trust that the City's Selection Committee review of our qualifications will demonstrate we are extremely qualified to provide the requested services. We look forward to the opportunity to work with you to implement these projects successfully.

Thank you for your consideration.

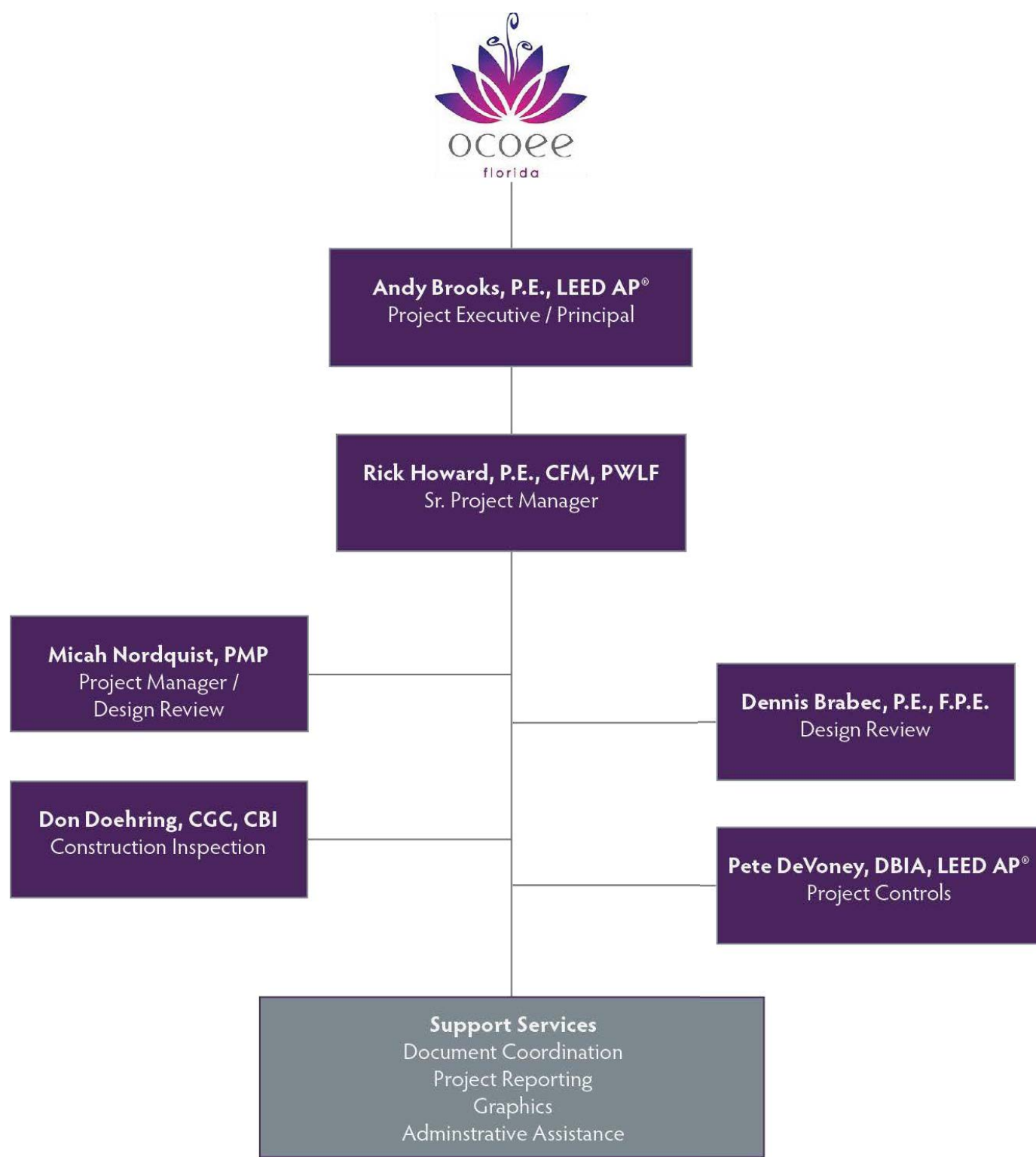
Sincerely,

A handwritten signature in black ink that reads "Andrew L. Brooks".

Andrew L. Brooks
Executive Vice President

I. Firm's Qualifications: Project Staff Organization Chart

Project Staff Organization Chart



I. Firm's Qualifications: Key Personnel / Project Team Members

Andrew L. Brooks, P.E., LEED AP®

Project Executive/Principal

OVERVIEW

With more than 45 years of engineering, construction, and management experience, Mr. Brooks has supervised all facets of large multidisciplinary, fast-paced, diverse projects, including project planning, programming, design, construction, occupancy, and contract administration. Mr. Brooks has a proven track record of successfully managing, coordinating, and communicating with all members of the project team, focusing on meeting the expectations of owners by completing projects on time, within budget, and without claims. Mr. Brooks' experience, beginning with programming and project controls, coupled with his field experience of managing construction projects, equips him with unique credentials and the ability to oversee and successfully complete capital improvement projects.

YEARS EXPERIENCE

31 years at ZHA
14 years at other firms

REGISTRATION/ CERTIFICATION

Professional Engineer: Florida
No. 42922
LEED Accredited Professional

EDUCATION

M.S.E., Civil Engineering,
University of Florida
B.S.E., Civil Engineering,
University of Florida

PROFESSIONAL AFFILIATIONS

Professional Member,
Construction Specifications
Institute

RELEVANT EXPERIENCE

[New Ocoee City Hall, City of Ocoee, FL](#) — Owner's Representative/Project Manager | Provide professional construction management services for the design and construction of the new city hall. The city hall design-build project is a 46,500-square-foot, 3-story building designed to house multiple city services in a central location.

[Healthy West Orange Pavilion, The Rotary Club of Windermere, FL](#) — Owner's Representative/Project Manager | Provide project management services for the design and construction of a pavilion with a covered stage including a retractable projection screen, lighting, and sound equipment. The project will also include a concession stand, public restrooms, and a pocket park with exercise stations to serve the residents of West Orange County.

[Facilities Construction Project Management Contract, Osceola County, FL](#) — Owner's Representative/Project Executive | Provide overall project management for various capital projects including municipal buildings, parking facilities, health facilities, and roadway projects.

[Continuing OAR/Project Management Services, Seminole County, FL](#) — Owner's Representative/Project Executive | ZHA successfully provided design and construction oversight for various capital projects including fire stations, parks, and other municipal buildings.

[Orlando Orange County Expressway Authority, Administration and Operations Center, Orlando, FL](#) — Owner's Representative | Provided full-time, on-site project coordination as an extension of the owner's staff for the construction of a new multi-story, \$28 million agency headquarters building.

[Wastewater Treatment Plant Renovation/Upgrades, City of Inverness, FL](#) — Owner's Representative/Project Oversight | Provided oversight for plant renovations and upgrades.

I. Firm's Qualifications: Key Personnel / Project Team Members

Andrew L. Brooks, P.E., LEED AP®

(continued)

Orlando International Airport, Orlando, FL — Project Executive | Extensively involved in the development of the airport, including the programming, cost estimating, and implementation of:

- **\$314 million North Terminal Program** – A North Terminal completion plan was developed to maximize the capacity of Orlando International Airport (OIA). The expansion program included the design and construction of 23 projects. Two of the major projects were a new control tower and the last of four airside terminals—Airside 2). Construction and installation of an automated people-mover system to link Airside 2 to the main terminal were also part of the program's scope.
- **\$204 million Near Term Program** – The Program provided facility improvements and expansion to OIA. Services included conceptual and detailed airport planning activities that evaluated facilities and led to their modification or to the development of new facilities to accommodate forecast demand.

I. Firm's Qualifications: Key Personnel / Project Team Members

Richard M. Howard, P.E., CFM, PWLF

Sr. Project Manager

OVERVIEW

Mr. Howard is a Civil Engineer who recently retired from the City of Orlando after 38 years, the last 11 years in the role of Director of Public Works. His expertise includes all aspects of infrastructure, stormwater planning, implementation and management, logistics and application of technology to drive system efficiencies and process improvement. Mr. Howard brings technical expertise on utility and infrastructure projects with complex requirements. Pre-planning and acquiring a full understanding of existing infrastructure is critical on sites that are to be redeveloped related to overall risk and especially management of cost and schedule. He brings a unique best practices and lessons learned perspective that will mitigate risks and provide innovative solutions in the early planning stages of projects.

YEARS EXPERIENCE

1 year at ZHA
38 years at other firms

REGISTRATION/ CERTIFICATION

Professional Engineer: Florida
No. 41942
Certified Floodplain Manager No.
US-02-00492
Public Works Leadership Fellow

EDUCATION

M.S.E., Civil Engineering,
University of Central Florida
B.S.E., Civil Engineering,
University of Central Florida

PROFESSIONAL AFFILIATIONS

Florida Engineering Society
(Executive Committee)
National Society of Professional
Engineers
American Society of Civil
Engineers (Executive Committee)
American Public Works
Association (Past President)
American Society of Highway
Engineers (Past Chair)
Association of State Floodplain
Managers
Florida Floodplain Managers
Association (Executive Board)
Water Environment Research
Foundation (Selection Committee
Member)

RELEVANT EXPERIENCE

City of Orlando, Orlando, FL

- **Public Works Director** | Position responsibilities included the administration and management of the Public Works Department with manpower of 630 dedicated professionals and an average annual operating and capital expenditures of \$300M. The department included seven divisions managing the operations of Capital Improvements, Engineering, Solid Waste Management, Streets and Stormwater, Parking, Transportation Engineering, and Wastewater. Department focus is centered on providing our citizens a quality, sustainable environment, energy efficiency and intelligent transportation technology. Some examples include experimenting with super critical water oxidation for the control of biosolids, treatment plant expansions, MSW waste-to-energy processes, accelerated development review program, artificial wetlands creation, reclaimed water distribution networks, real-time automated parking facilities, managed traffic control systems, Class 6 Community Rating Services rating, solar farms, and hybrid collection vehicle use, among many others.
- **City Engineer** | Position responsibilities for the Engineering Division included the management and administration of the Streets and Stormwater Services Division, which includes Stormwater Utility. Managed a budget of \$26M and directed the operations of over 150 personnel. Managed the stormwater and the maintenance portions of the Transportation elements of the Public Works Capital Improvement Program with over \$21M in expenditures annually. City Engineer tenure accomplishments included the implementation of an Engineering Standards Manual, establishment of a Stormwater Utility Division, organizing a Community Rating System program, established an asset management system including a pavement management system and introduced performance- based maintenance budgeting.

I. Firm's Qualifications: Key Personnel / Project Team Members

Richard M. Howard, P.E., CFM, PWLF

(continued)

PROFESSIONAL AFFILIATIONS

(CONTINUED)

Tau Beta Pi, National Engineering

Honor Society

Chi Epsilon, Civil Engineering

Honor Society

- **Bureau Chief** | Responsible for all administrative duties associated with the maintenance and operation of all roadway network facilities as well as the drainage systems and lakes located within the city limits. Managed a budget of over \$9M and directed the operations of 171 personnel. Initiated management processes responsible for improved maintenance efficiencies, established lake management programs, secured grant dollars for environmental improvements, improved street cleaning routines and began infrastructure inventory and condition assessment data collection.

Specific Wastewater Projects for City of Orlando:

Conserv I — Original plant planning, siting, and design began in 1987.

- Rapid Infiltration Basin (RIB) Efficiency Studies to determine the efficiency of the percolation efficiencies for several RIBs within the Conserv I collection basin considering impending loss of some of the facilities due to Orlando International Airport expansions.
- Planning and preliminary engineering for the \$80M expansion of the plant from the currently permitted flow of 7.5 mgd to a planned 10 mgd facility.
- Replacement and upgrade of the current plant's headworks.

Conserv II

- New Bioset reactor to process biosolids to a Class A product to reduce dependency on land applications.
- Expansion of the reclaimed water distribution system in cooperation with Orange County Utilities.
- Expansion of RIB systems and storage tanks to supply the Orange County National golf facilities and growers in West Orange County.
- Expanded Wastewater Education Facility at Conserv II.
- VFD retrofits to Master Pump Station pumping treated effluent to reclaimed water users, Orange County National golf facilities and the West Orange County Distribution Center.

Iron Bridge

- Creation and expansion of the Easterly Wetlands in east Orange County, a 1650-acre artificial wetlands to polish treated effluent from Iron Bridge prior to its outfall into the St Johns River, now called a Nature Reserve Park and Wildlife Sanctuary.
- Researched Super Critical Water Oxidation reactor with a private company, Super Water Solutions, to perfect a process using high temperatures and pressures to oxidize organic molecules to reduce the amount of biosolids distributed by land application.
- Pump Station Rehabilitation to upgrade pumping capability to transfer treated effluent from Iron Bridge to the Wetlands and reduce the release of flow into the Little Econlockhatchee River.

I. Firm's Qualifications: Key Personnel / Project Team Members

Micah Z. Nordquist, PMP

Project Manager / Design Review

OVERVIEW

Mr. Nordquist has more than 16 years of experience in commercial and residential construction projects. He has provided project management, programming and facilities assessment services for aviation, education, governmental, healthcare, and public use facilities. Mr. Nordquist began his construction career during his time in the military and continued to provide project management and construction management services to public and private sector clients after his military service. He has earned a Project Management Professional designation from the Project Management Institute and is currently pursuing Florida General Contractor's licensing.

YEARS EXPERIENCE

3 years at ZHA
14 years at other firms

REGISTRATION/ CERTIFICATION

Project Management Professional (PMP), the Project Management Institute
Master's Certificate in Project Management, Villanova University

EDUCATION

Central Florida's West Point Alumni Society, Member

PROFESSIONAL AFFILIATIONS

Central Florida's West Point Alumni Society, Member

RELEVANT EXPERIENCE

Facilities Construction Project Management Contract, Osceola County, FL — Owner's Representative/Project Manager | Provide overall project management for various capital projects at Osceola Heritage Park and within the county.

New Ocoee City Hall, City of Ocoee, FL — Owner's Representative/Construction Observation | Provide professional construction management services for the construction of the new city hall. The city hall design-build project is a 46,500-square-foot, 3-story building designed to house multiple city services in a central location.

Community Center – Lakeview Terrace Retirement Community, Lake County, FL — Owner's Representative/Project Manager | Provide owner's representative services for programming, design, and construction of renovated 9,000-sf community center that encapsulates office space, hotel suites, and social areas to include a spa for residents, a new bistro, and billiards room.

Lockheed Martin F-35 Lightning II Program, Global — Design Review | Provide owner's representative services, planning and design conceptualization and relationship development, design management to provide technical facilities knowledge and support to help create curriculums and resulting facilities for the educational facilities where pilots and maintainers will learn to operate and maintain this advanced platform.

New Activity Center – Washington Square, Titusville, FL — Owner's Representative/Project Manager | Provide owner's representative services for programming, design, and construction of a new 6,000-sf activity center as an amenity for the residents of a 64-bed intermediate care facility for the developmentally disabled.

I. Firm's Qualifications: Key Personnel / Project Team Members

Dennis W. Brabec, P.E., F.P.E.

Design Review

OVERVIEW

Mr. Brabec has over 47 years of broad and diversified experience in the design of Mechanical (HVAC and Plumbing) and Fire Protection systems for small and large buildings. His background includes systems design, cost estimating, facilities condition assessment, life cycle costing, value engineering, HVAC maintenance planning, costing, scheduling, management, and construction administration. His design capabilities also include expertise in developing and adhering to LEED® design criteria and design strategies. He has over 22 years of recent experience as a project manager responsible for the design and construction administration of HVAC, plumbing, and fire protection projects in Florida.

YEARS EXPERIENCE

5 years at ZHA (Contract)
42 years at other firms

REGISTRATION/ CERTIFICATION

Professional Engineer: Florida
No. 17492

EDUCATION

MBA, Florida International
University
B.S.E., Mechanical Engineering,
University of Miami

PROFESSIONAL AFFILIATIONS

American Society of Heating,
Refrigerating & Air Conditioning
Engineers (ASHRAE)

RELEVANT EXPERIENCE

[Lockheed Martin F-35 Lightning II Program, Global](#) — Design Review | Provide owner's representative services, planning and design conceptualization and relationship development, design management to provide technical facilities knowledge and support to help create curriculums and resulting facilities for the educational facilities where pilots and maintainers will learn to operate and maintain this advanced platform. Projects span 10 states in the U.S. and 12 nations.

[Wastewater Treatment Effluent Pump Station, Orlando, Florida \(OUC\)*](#) — Prepare the mechanical portion of a detailed design criteria package for the design-build firm. Components of this project included mechanical, electrical, architectural, security, instrumentation / controls, and SCADA requirements to provide a fully operational system.

[Orange County Utilities \(OCU\) Administrative Building*](#) — Provide Mechanical, Plumbing and Fire Protection design services for the project. Orlando, Florida.

[Downtown Performing Arts Center \(DPAC\), Orlando, FL*](#) — performed mechanical design reviews at various phases of the project on a task authorized basis.

[Orange County Public School - Mechanical Study*](#) — Shelter Retrofit Projects for 8 Public Schools in Orange County, FL.

[Volusia County Public Schools – Mechanical Engineering*](#) — Owner's Representative/Program Manager Services for multiple Volusia County Public Schools.

[Orange County Sheriff Sector II Administration Building, Orlando, FL*](#) — Provide mechanical, plumbing and fire protection design consulting services for schematic design, design development, construction documents and CA phases.

[Orange County Convention Center West Entrance Addition*](#) — Responsible for the Plumbing and HVAC Design and Construction Administration of Mechanical Engineering portion for the project.

I. Firm's Qualifications: Key Personnel / Project Team Members

Donald A. Doehring, CGC, CBI

Sr. Inspector

OVERVIEW

Mr. Doehring has more than 42 years of experience in residential, commercial, and public construction with 30 years as a Florida Certified General Contractor. His most recent areas of expertise are in the disciplines of project management and inspection on public projects ranging in scope from \$1.8 million to \$80 million. He has provided CEI services and quality control inspection. He is a hands-on supervisor with excellent skills in site development through project completion.

YEARS EXPERIENCE

20 years at ZHA
21 years at other firms

REGISTRATION/ CERTIFICATION

Certified General Contractor:
Florida No. 036039
Certified Building Inspector
(Standard): Florida No. BN6116

EDUCATION

Construction Business
Management Course / 10-hour
OSHA Course / Business Practice,
Workplace Safety and Workers'
Compensation Course
Uniform Building Code Inspector
Course / 2002 Florida Building
Code Review / 2006 Principles &
Practices

RELEVANT EXPERIENCE

[Tenant Space Program, Orlando Health, Orange County, FL](#) — Owner's Representative, Senior Inspector | Provide observation and inspection services for the renovation and build-out of tenant spaces in various locations throughout Central Florida to be occupied by various medical modalities and affiliates of Orlando Health's hospital services.

[The OC – NeoCity Office Building, Osceola County, FL](#) — Sr. Inspector | Provide owner's representative services and construction oversight of a four-story, 100,000-square-foot office building located in Kissimmee, Florida, adjacent to the Center for Neovation. The office project houses two primary tenants, SkyWater and Bridg, with space for other tenants who desire to be near the Center of Neovation. Key project features include an engaging landscaped courtyard connecting to the adjacent laboratory/cleanroom facility, a food court, and a sleek skin design including curtainwall glazing systems and decorative metal screens.

[The Center for Neovation – Osceola County, FL](#) — Design Review and Field Inspection | Provide owner's representative services and construction oversight of a two-story, 109,000-square-foot secure semiconductor smart sensor nanotechnology research/manufacturing facility on approximately 20 acres in Osceola County. The project is a 109,000-sf high-tech facility with build-out of Class 1000 and Class 10000 clean rooms, laboratories, offices, utility and building support areas, and site development.

[Northwest Florida Beaches International Airport, Panama City, FL](#) — Senior Inspector | Provide project management and inspection services under a continuing engineering services contract. Specific projects include Terminal Push Back Apron and ATCT Security; Emergency Repairs Area 1, 8, 11 and 13; Emergency Repairs estimates, all areas; Emergency Repairs Investigative Study; and North, South, and Infield Development Plan.

[Wastewater Treatment Plant, City of Inverness, FL](#) — Sr. Inspector | Provide independent oversight services for the construction, operation, and maintenance of the City's wastewater system which includes a 1.5 MGD facility and reclaimed water distribution system.

I. Firm's Qualifications: Key Personnel / Project Team Members

Peter D. DeVoney, DBIA, LEED AP®

Project Controls

OVERVIEW

Mr. DeVoney has more than 41 years of construction management, project management, and estimating experience in the construction industry. He has worked on projects in various market sectors including healthcare, hospitality, educational, governmental, commercial, multi-family residential, and mixed-use development. He is well versed in job cost control, value engineering, conceptual estimating, and project budget development. He has considerable market knowledge and excellent contractor/subcontractor relationships.

Mr. DeVoney supplements ZHA teams managing project controls (cost estimates, budget analyses, and schedules) as needed to provide a full range of services for client projects.

YEARS EXPERIENCE

1 years at ZHA (Contract)
40 years at other firms

REGISTRATION/ CERTIFICATION

DBIA Certification
Certified General Contractor
(inactive)
American Society for Health Care
Engineering (ASHE)
LEED® AP

EDUCATION

B.S., Engineering Technology,
University of Central Florida

SOFTWARE SKILLS

Mc2 – ICE 2000®
Sage Timberline® Estimating
Primavera Project Planner® – P3
and P6
Microsoft Excel

RELEVANT EXPERIENCE

Cost Consultant | Provide independent cost consulting services. Notable accomplishments include establish 2%-5% savings through value engineering on major projects; develop logical estimate work breakdown structures based on owners' requirements; maintain estimate/scope variance reports and achieve budget reconciliation; and present estimates/preconstruction deliverables on time to meet client expectations.

Coastal Construction Company, Central Florida — Director of Pre-Construction | Provide preconstruction services and estimating on hotel, multi -family residential, and mixed-use projects located in greater Central Florida ranging from \$50 million to \$400 million.

Skanska USA Building Co., Southeast Region U.S. — VP / Director of Pre-Construction | Provide preconstruction services and estimating on hotel, hospital, governmental, and educational projects located in the Southeast ranging from \$5 million to \$400 million.

Turner Construction Company, Central Florida — Senior Estimator | Provide preconstruction services and estimating on hotel, hospital, multi-unit housing, and educational projects located in Central Florida ranging from \$5 million to \$250 million.

Other market sector consulting projects include:

- Water Treatment Facility - \$350 Million | Direct diverse external staff to develop complex system level estimates for the following elements: civil construction and leachate system; water treatment facility; process piping systems and equipment; and site logistics and temporary facilities. Create scope cost variance tracking spreadsheet to help manage cost and scope increases to mitigate the impact on the project.

I. Firm's Qualifications: Key Personnel / Project Team Members

Peter D. DeVoney, DBIA, LEED AP®

(Continued)

- **Resort Hotel - \$178 Million** | Manage DD and CD GMP estimates for a 433-unit, 600,000-gsf, full-service resort hotel. Develop internal estimates with focus on civil infrastructure, structural elements, and MEP systems. Managed value engineering/cost savings for the project.
- **Mixed-Use Tower - \$101 Million** | Manage DD and CD GMP estimates for a 383-unit, 740,000-gsf, multifamily/mixed-use high-rise building. Develop internal estimates for all trades. Manage value engineering/ cost savings for the project to achieve the owner's budget. Provide procurement planning and negotiation of all major trades.

GRANT RELATED EXPERIENCE

UF / Shands Health

Institute on Aging – Federal NIH Funding	\$28,500,000
Orthopaedic Surgery & Sports Medicine Institute	\$23,000,000
Clinical Research Translational Building	\$12,000,000
Shands Bed Tower Expansion	\$97,175,000

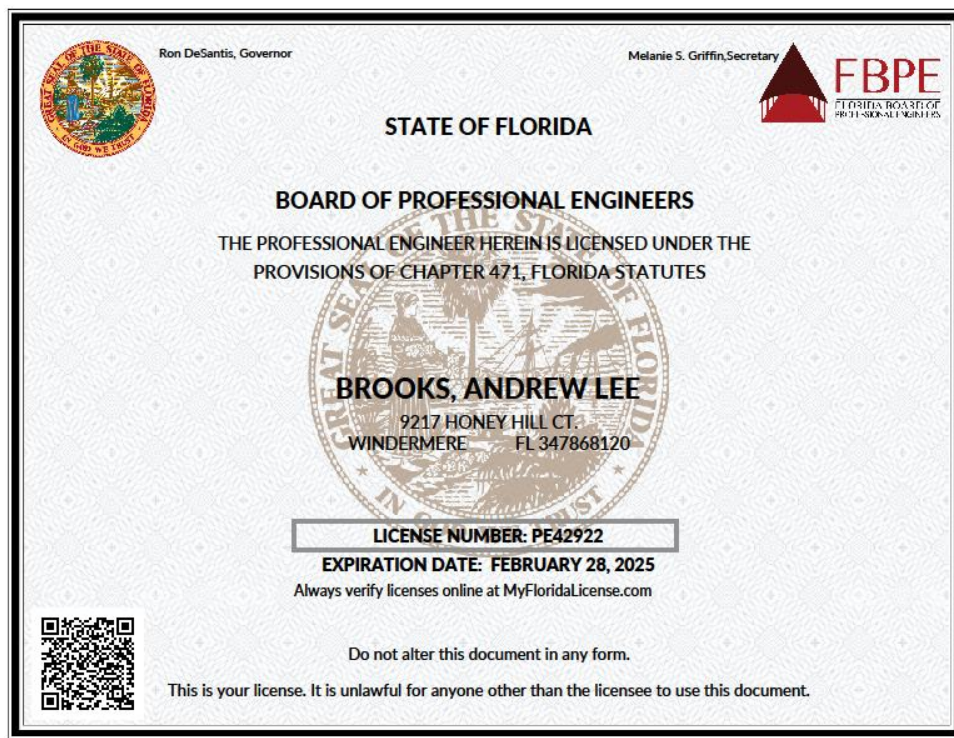
Nursing Homes **Federal Grant Funding**

Freedom Village SNU	\$6,800,000
Veterans Administration Nursing Home	\$6,900,000
Orlando VA PH 1& Domiciliary	\$48,600,000

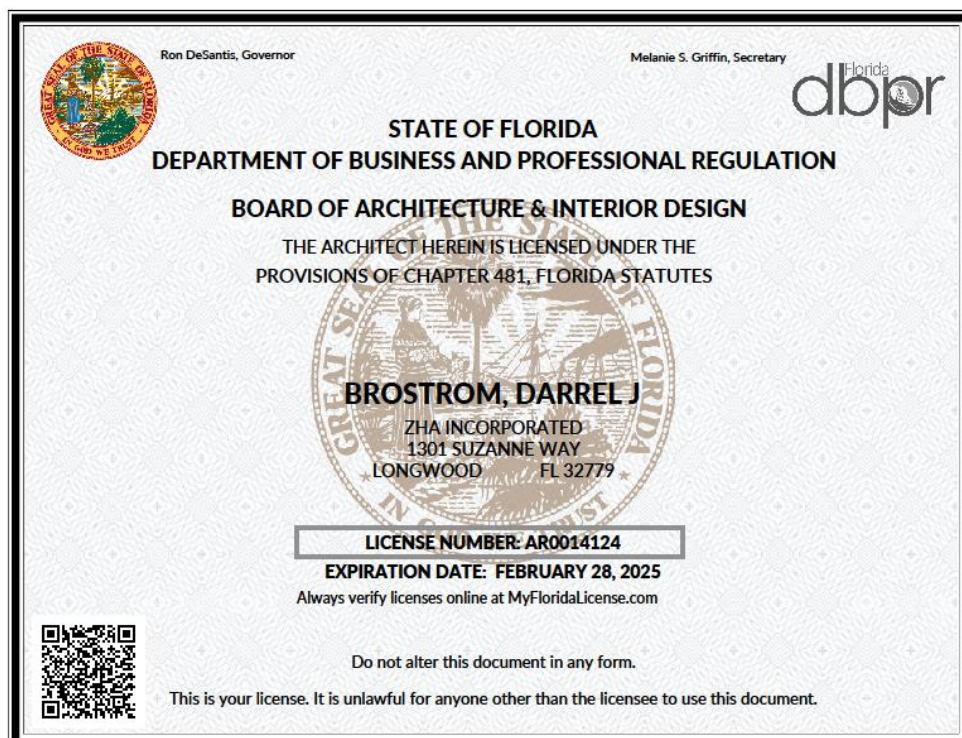
I. Firm's Qualifications: Project Team Certifications and Licenses

Project Team Certifications and Licenses

Firm Engineering License: Qualified Licensee – Andrew L. Brooks, P.E., LEED AP®



Firm Architecture License: Qualified Licensee – Darrel J. Brostrom, AIA, NCARB



I. Firm's Qualifications: Project Team Certifications and Licenses

Key Personnel/Project Team Members Licensing and Certification:

Andrew L. Brooks, P.E., LEED AP®

- Professional Engineer, Florida No. 42922

Richard M. Howard, P.E., CFM, PWLF

- Professional Engineer, Florida No. 41942
- Certified Floodplain Manager No. US-02-00492

Micah Z. Nordquist, PMP

- Project Management Professional Certification

Dennis W. Brabec P.E., F.P.E.

- Professional Engineer, Florida No. 17492

Donald A. Doebling, CGC, CBI

- Certified General Contractor, Florida No. 036039
- Certified Building Inspector (Standard), Florida No. BN6116

Peter D. DeVoney, DBIA, LEED AP®

- Design-Build Professional Certification

I. Firm's Qualifications: Similar Services

Current or Recently Successfully Completed Similar Services

Northwest Florida Beaches International Airport – Continuing Engineering Services

Panama City, Florida



SERVICES

Owner's Authorized Representative:
Concept Development, Planning,
Programming, Master Planning,
Transportation Planning, Design
Management, Construction
Administration, Agency Liaison,
Project Management

DURATION

2011 – Present

CONSTRUCTION VALUE

\$60+ million for recently completed
and near-term projects

SPECIFICATIONS

147+ Projects; feasibility, planning,
environmental management, new
construction, and renovation
projects for vertical, horizontal, and
site assets

OVERVIEW

Over the course of (2) previous 5-year continuing service contracts and the recently awarded third 5-year contract, ZHA provides General Engineering Consultant/Owner's Representative services that include general consulting, concept development, planning, programming, master planning, transportation planning, infrastructure planning, design management, construction administration, agency liaison, and project management.

Over the past 11+ years working with the Airport, ZHA has successfully managed close to 150 projects. Within the past three years, more than 40 projects have been completed. Recent projects include Terminal Gate expansion, Terminal Gates 6 & 7 Hold Room expansion, Airline Tenant Office buildouts, Aircraft Apron Parking expansion, and Transient Apron and Taxiway E-1 construction, to name a few. Current projects in the planning, design, bidding, or pre-construction phase include North Terminal Concourse renovation, North Terminal expansion program, Baggage Make-up expansion, TSA Screening Checkpoint expansion, North Terminal Apron expansion, Overflow Parking expansion, Cell Lot expansion, Long Term & Employee Parking expansion, and Escalator installation.

I. Firm's Qualifications: Similar Services

Osceola County Government – Continuing Construction Project Management Services Osceola County, Florida



SERVICES

Owner's Representative: Project Management, Space Needs Assessment, Visioning & Consensus Building, Design Guidelines Development/Review, Project Scope Definition, Cost Analysis & Budget Development, Feasibility Analysis, Design Criteria Package Development, Design Management, Plan Review, Contractor Selection & Contract Negotiation, GMP Negotiation, and Construction Oversight

DURATION

2011 – Present

CONSTRUCTION VALUE

\$100+ million for recently completed and current projects

SPECIFICATIONS

115+ Projects; new construction and renovations

OVERVIEW

ZHA provides overall Project Management services, on a continuous basis, including but not limited to design and construction oversight for various horizontal and vertical construction capital improvement projects for the County. Tasks include development of project scopes, budgets, schedules, and conceptual plans, as well as oversight of design and construction to ensure the design criteria is met and the construction scope, cost and quality are achieved.

ZHA has provided these services to Osceola County since 2011; ZHA is currently under its third five-year contract awarded by the County. ZHA has provided services for multiple projects including fire stations, community centers, recreation facilities, sheriff's facilities, judicial facilities, administrative and parking facilities, and the county's events center, Osceola Heritage Park. Recent projects include renovations to the Tax Collector's office, renovations to the Supervisor of Elections office, new warehouse construction, and renovations to event facilities at Osceola Heritage Park.

I. Firm's Qualifications: Similar Services

Orlando Health – Continuing Project Management Services Central Florida Region



SERVICES

Owner's Authorized Representative: Program Management, Design/Build Management, Project Management, Project Controls – Extension of Staff

DURATION

2015 – Present

CONSTRUCTION VALUE

\$75+ million for completed and current projects

SPECIFICATIONS

45+ Projects; new construction, TI buildout, renovation, and rehabilitation

OVERVIEW

ZHA provides the Orlando Health Facilities Department with supplemental project management services to address project development workload requirements that exceed departmental staffing capacity to manage. In its role as project manager, ZHA becomes an extension of the Facilities Department staff. Responsibilities include oversight of all project activities and communications to confirm the project moves forward within schedule and budget guidelines. We oversee the activities of project's consultant firms and the Owner's numerous specialized services departments to confirm appropriate communication and coordination occurs. As the owner's representative in the planning, design, and construction process, we confirm Owner requirements and monitor the project to ensure those requirements are incorporated into the project. We provide routine project direction on behalf of the Owner and provide guidance and support when Owner input and approvals are required.

I. Firm's Qualifications: Similar Services

Lakeview Terrace Retirement Community – Owner's Representative Services

Lake County, Florida



SERVICES

Owner's Authorized Representative: Project Management, Planning, Programming, Consulting Team Selection and Management, Design and Construction Oversight and Administration, Regulatory Approvals Coordination, Marketing Assistance, Financing Assistance

DURATION

2007 – Present

CONSTRUCTION VALUE

\$81+ million for recently completed and current projects

SPECIFICATIONS

Multi-phased expansion and modernization of community campus

OVERVIEW

ZHA has provided owner's representative services for the retirement community on an on-going basis since 2007 to develop a modernization and expansion plan that positions the community for future growth in the expanding senior living market. ZHA has managed all aspects of the expansion program, including master planning, planned development approval, design, site environmental and storm water permitting, Certificate of Need approval, building permitting, financing, construction, and coordinating with FDOT, Florida DEP, and St. Johns River Water Management District. The approved master plan provides for the addition of approximately 250 additional ILUs, a clubhouse, a skilled nursing facility, an assisted living facility and other ancillary facilities, most of which have been completed over four expansion phases between 2012 and 2021.

Phase 1 included renovations to the existing campus. Phase 2 consisted of sitework and infrastructure improvements, along a wastewater treatment facility, and a new resident tower and additional villas. Phase 3 provided an aquatic and exercise center and a new skilled nursing facility. The most recent phase added more villas, another resident tower, and a new community clubhouse, all completed construction during 2020 and 2021.

ZHA has assisted the landowner with securing the finance Bonds, staff has packaged scopes of work and provided necessary documentation and information so that funding is released when needed and has helped develop the required reporting. From this relationship ZHA have been called upon by the management group to assist in their efforts on other communities.

I. Firm's Qualifications: Similar Services

New Ocoee City Hall – Owner's Representative Services City of Ocoee, Florida



SERVICES

Owner's Representative: Project Management, Design Criteria Package Development, Design Management, Plan Review, Contractor Selection & Contract Negotiation, GMP Negotiation, and Construction Oversight

DURATION

2019 – 2022

CONSTRUCTION VALUE

\$21.5+ million

SPECIFICATIONS

Multiple city services centralized into one facility to serve the community

OVERVIEW

The City of Ocoee selected ZHA to provide complete project design management and construction management services for the construction of a new city hall. The project consists of a three-story, 46,500-square-foot government facility designed to house multiple city services in one location.

ZHA provided a full complement of design management services, including design reviews to confirm conformance to the Owner's design intent, management of design budget, and review of submitted designs prior to submission for final permit.

ZHA's services during construction included a wide array of coordination activities and on-site observations along with reviews of testing agency's reports to confirm conformance to design requirements. In addition, ZHA administered the Owner's Direct Purchase Program, resulting in significant savings to the City.

I. Firm's Qualifications: Client References

Client References

Osceola County Government

Curt Diehl
Facilities Management Director
T: (407) 742-0517
E: curt.diehl@osceola.org

Seminole County Government

Meloney C. Koontz
Assistant County Manager
P: (407) 665-7224
E: mkoontz@seminolecountyfl.gov

Northwest Florida Beaches International Airport

Parker McClellan
Executive Director
P: (850) 763-6751, ext. 205
E: pmcclellan@pcairport.com

Lakeview Terrace Retirement Community

Kenneth Schultz
President/CEO of DSI Management LLC
P: (407) 645-3211
E: kschultz@dsimanagement.com

I. Firm's Qualifications: Current and Projected Workload

Current and Projected Workload

Based on our current and projected workload, proposed staff is available as needed to fully support this project, and our experienced management team will ensure appropriate personnel are on hand when needed to fulfill their role on the project.

Current and Projected Workload		Project / Contract Commencement	Percent Completion	Anticipated Completion	Project Value Actual or Estimated
	City of Apopka - Public Safety Facility	2023	0%	TBD	57,000,000
	Seminole County Sheriff's Office - Project Management Services (On-call)	2023	0%	Jun-2024	100,000 - 5,000,000
	City of Sanford - Project Management Services (On-call)	2023	1%	Sep-2026	200,000 - 8,000,000
	Sanford International Airport - Strategic Land Development Planning Services	2022	20%	Dec-2023	250,000
	Sanford International Airport - Economic Development / Tenant Engagement	2022	20%	Dec-2023	50,000
	Orlando International Airport / GOAA - Subconsultant Services, Program & Project Mgmt	2022	0%	Dec-2028	TBD
	Melbourne International Airport - Professional Services at Large	2022	0%	Sep-2025	TBD
	Osceola County - Facility Construction Consulting Svcs and Owner's Representation	2022	10%	Sep-2026	100,000 - 25,000,000
	Seminole County School District - Facility Assessments, Design Management, Project Management	2022	5%	May-2027	10,000 - 10,000,000
	Northwest Florida Beaches Intl Airport - Continuing Engineering Consultant Services	2021	60%	Apr-2025	100,000 - 55,000,000
	Lakeview Terrace Retirement Community - Community Center Renovations	2021	15%	Jul-2023	2,000,000
	Osceola County - Community Development Projects Management	2019	75%	Oct-2026	100,000 - 10,000,000
	Orlando Health - Project Management Services, Multiple Projects	2015	N/A	On-call	50,000 - 23,000,000
	DSI Management (various campuses) - General Consulting & Project Management	2007	N/A	On-call	50,000 - 10,000,000
	Lockheed Martin - F-35 Fighter Training Simulator Deployment Design Reviews, Multiple Projects	1984	N/A	Sep-2029	No limit

Project Approach

ZHA's core business is Owner's Representative services.

ZHA's sole function, since its inception 40 years ago, has been to assist and represent owners in the programming and development of their capital projects, from inception through operations. While we have done so around the world, most of our assignments have been in Central Florida helping to create some of the most notable projects in our community. Many of these projects have been economic drivers in the region.

Functioning as an owner's representative exclusively, we have developed a keen understanding of an owner's desires, needs, obligations and what it takes to create successful projects. We have licensed architects, engineers, and contractors on staff, but we do not design or construct projects. We represent Owners in designing and constructing their projects and, in this capacity, we are in the ideal position to provide programming, design review, and project management professional services as your Owner's Representative in conformance with Florida Statutes. We are familiar with those statutes and, having been based in Orlando for 40 years, are equally familiar with the governing agencies – and staff members – throughout Central Florida. We also have experience managing federally funded grant projects and understand the nuances related to monitoring compliance, meeting requirements, and reporting.

ZHA's primary responsibility as an Owner's Representative is always to protect our client's interests by helping define, implement, and manage the project's scope, schedule, and budget, adhere to all requirements, and maximize the quality of the final product. Within our core strengths is the perspective to understand the impact projects have on the existing assets of our owners and plan for proper implementation.

Our approach is very simple:

- Understand the owner's objectives, requirements, capabilities, and assets.
- Incorporate and manage the funding parameters and limitations.
- Develop a program that meets those objectives and is based on best available resources and assets.
- Assemble and lead a team that is best suited for the project/program.
- Communicate the program expectations consistently to all participants.
- Provide technical expertise to accomplish all required program services.
- Execute the services effectively and efficiently to mitigate owner's risk.
- Manage the overall project budget and schedule to achieve established targets.
- Manage and monitor grant funds for compliance and reporting.

Understand the owner's objectives.

It is our understanding that the selected Owner's Representative will provide professional construction project management services for various City projects, the majority of which are ARPA funded utility projects. The consultant must have a strong background in utility work and familiarity with ARPA compliance and reporting requirements. ZHA's experience with these project types is extensive and our team includes a Civil Engineer who recently retired as the director of Public Works for the City of Orlando and has a strong background with project types identified in Exhibit A. The projects will include, but not be limited to, a new

I. Firm's Qualifications: Project Approach

master lift station and force main, a new 8" transmission main, a new reclaimed pumping facility, upsizing a motor control center, replacing motors, pumps and pipes and a new reclaimed storage tank.

As the city's Owner's Representative, ZHA will bring skill sets that may not be available from other firms that will aid in meeting these objectives. Specifically, with extensive experience in managing all aspects of utility projects large and small for many different public facilities in Central Florida, we understand the relationships of the various professionals involved and the responsibilities of the Owner to provide direction and decisions at different junctures throughout the project's programming, design, and construction. Our goal will be to provide high level, hands-on support from seasoned individuals to help guide and manage the process in a structured and disciplined manner. We will advise the City on the options to best maximize the project's value within the designated budget and any constraints that are established.

Incorporate and manage the funding parameters and limitations.

The ARPA grant funding has specific parameters that are required to be met in terms of allocating funds, expending funds, and funding reporting for eligible uses. As we understand the funding arrangement, the City of Ocoee has received their full allowance of distributed SLFRF funds during summer 2022 and must ensure the funds allocations and expenditures comply with SLFRF funding deadlines. Based on the City's allocation, project and expenditure reporting must be submitted quarterly. Remaining in compliance with the funding requirements is paramount to each project's success. ZHA will keep the project team focused on the requirements of the grant funding and will also ensure project execution and scope aligns with the eligible uses of the grant.

Develop a program that meets those objectives.

For each of the approximately ten utility infrastructure projects, we will work closely with all stakeholders to develop and finalize the program ahead of design. If programs are set and/or designs are partially or fully complete, we will review and provide feedback on opportunities for efficiency improvements. If early in the development process, we will initiate programming charrettes to discuss relationships between various components, how systems work and interact together and define building performance requirements. We will lead the process to establish clear design criteria and scope and develop detailed project budgets and schedules. We will compile input from all relevant stakeholders to ensure that all concerns and opportunities are addressed and accounted for before design proceeds. The overall team goal will be to create a reliable and predictable roadmap to efficient and successful project outcomes that fully meet the needs of the public. All programming elements will be monitored for compliance within ARPA requirements, if APRA funded.

Assemble and lead a team that is best suited for the project or program.

The ZHA team proposed has an average of 35 years of experience in the industry with backgrounds in civil and mechanical engineering, and extensive experience with all types of utility infrastructure projects – large and small and highly complex. Understanding the nuances of the requirements related to projects funded with federal grants is critically important to seamless and efficient delivery – with no delays due to flaws in the process. Our team has this experience and is keenly aware of the steps that must be followed to meet the expectations of audit teams that review project expenditures.

It is important that the Owner's Representative have knowledge of how the project stakeholders interrelate and have the management skills and technical expertise to effectively coordinate and convey information to allow for timely decision making by the various participants throughout the project.

I. Firm's Qualifications: Project Approach

It is also important the Owner's Representative team is structured to effectively interact with the design and construction personnel to get the most out of the team, drive collaboration and provide the leadership required to keep the project moving while mitigating issues and roadblocks along the way. Our role is to develop team focused solutions for any issues and create win-win scenarios for all stakeholders as the projects progress to completion.

Having exclusively represented Owners for 40 years throughout Central Florida, the United States and Globally, we know that providing these services successfully requires a broad knowledge of experience with planning, design, and construction for each unique project type. We also know specific expertise is often required to appropriately manage and respond to a project's unique requirements – including those funded with federal grants. We will not hesitate to identify areas where specific expertise is required, and our Project Executive knows where within our team to find the necessary expertise.

We are proposing a seasoned team whose experience and leadership skills will be applied to anticipate problems and offer appropriate solutions that can minimize conflict or impacts. Some of these areas of expertise include design management, contract development and negotiation, daily project management, and program oversight and review. ZHA has the knowledge, skills and abilities proven over four decades of providing these services.

In addition to utility infrastructure and federal grant funded projects, proposed individuals each have 30 to 40 years of experience working for owners on all types of projects including schools, airports, sports facilities, courthouses, correctional facilities, event centers, and city halls.

Communicate the program expectations consistently to all participants.

We believe that a critical component of a successful project and a critical role for the owner's representative is to facilitate clear, concise, and timely communication between all parties associated with the project, beginning with programming and continuing throughout the project. This includes the communication of the project's requirements and expectations between the program professionals, stakeholders and the City for timely input and decision making. ZHA will facilitate and coordinate this communication by establishing and adhering to clear lines of communication and authority, and by holding regular coordination meetings. Communication will include written, verbal, and graphic means before, during and as follow-up to keep all parties informed and on task. ZHA has developed and implemented communication techniques and templates that ensure nothing is misunderstood or lost between all the stakeholders and consultants.

ZHA has successfully completed hundreds of projects for owners in Central Florida throughout the firm's history. We understand the contractual obligations and relationships that exist under various delivery methods and have successfully managed all types of projects. As the owner, the City's primary obligations are to set the program and budget and to make timely decisions regarding implementation. As your owner's representative, ZHA will focus on anticipating issues, highlighting decision requirements, recommending action, and providing information for the City to evaluate and make informed decisions with knowledge of any potential impacts to the project scope, budget, or schedule.

Provide technical expertise to accomplish all required program services.

ZHA is comprised of architects, engineers, estimators, schedulers, contractors, and other project development specialists skilled in managing design and construction projects. We have managed various types of projects including aviation, aerospace, public assembly, cultural access, education, government facilities, hospitals, and cleanroom research, utility infrastructure and development facilities.

I. Firm's Qualifications: Project Approach

Our internal staff understands what it takes to manage these types of projects on behalf of our owners. We mobilize specific expertise, as required, to address specialized project needs. For this assignment we are proposing a selection of our staff with different areas of expertise to be available as needed.

Our staff is experienced in all areas of owner's representative services including, but not limited to, permit applications, grant applications and compliance, issuing required contractual Notices, observing construction work in place, pay applications, Request for Clarification (RFCs) and Request for Information (RFIs), request for changes, owner direct purchase programs, and a myriad of other project management related activities. Given our experience working for a wide variety of governmental agencies in Central Florida, we are familiar with and comfortable working in compliance with procedural and other applicable requirements including those in the City of Ocoee.

Our technical expertise is always focused on what should be done to achieve the owner's objectives and what issues need to be considered in making decisions regarding the program implementation.

The experienced staff identified is readily available to the City of Ocoee. We will integrate our staff into the project based on the specific requirements of a particular phase, issue, or condition. This is our philosophy – make our people available when needed.

Execute the services effectively and efficiently.

The ZHA team takes pride in their attention to detail and their hands-on approach to addressing issues that may have an impact on the project's scope, schedule and/or cost. We couple this attention to detail with an ability to provide solutions to issues that arise during a project's development – knowing when to utilize traditional methods and when to challenge commonly accepted approaches to develop the best solutions for our clients.

Steady attention to detail is critical because we believe the project environment is cumulative in nature; every task is dependent on the quality of the tasks preceding it. Any conflicts with the grant requirements could potentially impact project cost and schedule. Invalid assumptions in the planning process will have a profound effect on the design process. Incomplete or ill-defined design documents will affect the project's cost and quality. Uncoordinated permitting will affect the construction schedule and cost. Poor workmanship and non-conforming work will affect the maintainability and the ultimate life of the asset. These deficiencies in programming and project quality are controllable with proper foresight and experienced oversight, which are the cornerstone of ZHA's long running success in the industry.

Manage the Overall Project Budget and Schedule.

Monitoring the overall project budget and schedule is critical to the project's success. With a focus on the City's and ARPA requirements, and the critical importance of maintaining the program budget and schedule, ZHA's team will provide budget and schedule oversight at both a high level and a detailed project level. Our team will provide a consistent critical evaluation of the budget and schedule from the beginning to the end and will have intimate knowledge of how the projects are structured and performing. Our team will evaluate the budget and schedule, as well as proposed construction changes, and report regularly to the Project Executive and City Staff. Having different people review and evaluate the budgets and schedules promotes buy-in and provides superior quality control over both. Additionally, the information generated from these tiered reviews can be used to effectively communicate the project status and issues on levels appropriate to the intended audience.

I. Firm's Qualifications: Project Approach

Project Budget

ZHA has provided overall budget oversight to a wide array of owners, focusing our expertise on each project's estimated cost and budget requirements. ZHA will use our expertise to develop and maintain an overall Owner's Project Budget (OPB), demonstrating the project total costs not just construction costs. The OPB must include design, project management, permitting, testing and inspections, FF&E, and the project contingency. We will identify potential issues that could adversely impact the project costs and use our knowledge and expertise to make recommendations to ensure the delivery of a project that meets the City's scope and budget objectives. This process will help to avoid last minute budget revisions based on overlooked soft costs.

ZHA is successful in overseeing projects that are completed within their budgets as a direct result of our 40 years of experience developing and managing budgets for our owners. Our success is founded upon our ability to provide expertise and a team experienced in the Central Florida marketplace. We maintain a detailed database of project cost information based on hundreds of completed projects throughout the region.

Our approach to budgetary control is to work with the project team to identify all components that make up the various budgets. We will evaluate the costs of these components and how to best allocate them.

The following are some specific budget control activities that may be performed:

- Establish a detailed overall Owner's Project Budget (OPB).
- Review and monitor the OPB and recommend actions to maintain the established budget throughout the project duration.
- Prepare and/or reconcile cost estimates and assist the City in negotiations with the General Contractor.
- Review and make recommendations regarding proposed project changes and change orders based on ZHA estimates.
- Reconcile the final project costs and oversee, if required, the completion of an independent audit of the construction contracts.
- Monitor and reconcile ARPA funding requirements for compliance and reporting on a monthly basis.

ARPA Funding Requirements

We understand many of these projects will be funding through a grant from the American Rescue Plan Act. These funds come with several required compliance and reporting procedures that will impact both the budget and schedule. Ocoee was awarded a total of \$24,172,699, of which \$14,172,699 has been allotted to fund capital improvement projects benefitting the water utilities in the City. Having identified and estimated the cost of these projects, Ocoee is well ahead of the fund allocation deadline of December 31, 2024. This foresight allows additional time to design and construct the ten selected projects and meet the fund expenditure timeline by the end of the calendar year 2026.

ZHA understands that grant funded projects have additional scrutiny and some rigorous reporting processes. There are requirements for quarterly reports for project and expenditure of funds detailing project status, obligations, program income, adopted budget, subawards, contracts, loans, transfers, direct payments, civil rights compliance, and other project specific data. There is also a summary report due annually for each project.

ZHA is excited for this opportunity to demonstrate our grant reporting management in combination with our owner's representative services.

I. Firm's Qualifications: Project Approach

Project Schedule

ZHA will develop and maintain an overall Owner's Project Schedule (OPS) to demonstrate the total project schedule of activities and milestones, not just design and construction schedules. ZHA's maintenance and review of the OPS will identify and track the status of the contracts.

ZHA will aggressively monitor the teams' compliance with the design schedule and deliverable completion. We will monitor the construction schedule and evaluate the ability to meet the completion milestones that have been contracted. We will monitor and make recommendations, if required, regarding the adequacy of the job site staffing to maintain the agreed upon schedules. ZHA will monitor and review responses to Request for Clarification (RFCs), responses to Request for Information (RFIs), as well as any other supplemental instructions to identify potential impacts to the program or project cost, schedule, or scope. ZHA will also ensure timely and complete responses.

Following are some specific schedule control activities that can be performed:

- Monitor and update overall Owner's Project Schedules (OPS) recognizing time is of the essence.
- Monitor and update OPS milestones for major decisions, reviews, and delivery of services outside of the contractors' contracts.
- Review and monitor design schedules to ensure adequate progress is being achieved to attain the project's objectives.
- Identify critical path scope in the OPS to ensure work is not waiting for critical permits, research, or approvals.
- Review and make recommendations regarding construction packaging and phasing for purposes of bidding to facilitate an effective construction process.
- Review and make recommendations, as appropriate, to the contractors' proposed construction sequencing schedule.
- Review and monitor contractor's construction schedule for on-time completion of the projects' milestone dates to ensure projects are complete by the ARPA deadline.
- Notifying contractor of any milestone shown as not being completed in compliance with each project's requirements, with details for immediate corrective action.

In short, ZHA's approach brings to the city of Ocoee an experienced team – a team that has worked together for years providing owners the full spectrum of successful professional owner's representative services – and provides the City a complete and well-rounded course of action to ensure that the Utility Infrastructure, and any other projects assigned are designed, managed, constructed, and activated successfully.

II. Firm's Hourly Rates

ZHA Hourly Rate Schedule

Classification	Contract Rate
Project Executive/Principal	\$200.00
Senior Project Manager	\$180.00
Senior Project Controls	\$162.50
Senior Engineer	\$162.50
Project Manager	\$160.00
Senior Architect	\$153.00
Engineer	\$150.00
Architect	\$135.00
Senior Inspector	\$115.00
Cost Estimate Asst.	\$105.00
Graphics Specialist	\$100.00
Document Coordinator/Project Reporting	\$87.00
Administrative Assistant	\$70.00

Normal reimbursable expenses for items such as travel/mileage, reproduction, teleconference communications, express delivery service, and postage will be billed at cost.



EXHIBIT "B"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

Indicate by check mark 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:

ZHA Incorporated

Firm Name



Signature

Andrew L. Brooks, Executive Vice President

Name and Title (Print or Type)

03-02-2023

Date

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFP #23-005

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.

ZHA Incorporated
COMPANY NAME

(407) 902-2560
TELEPHONE (INCLUDE AREA CODE)
Andy.Brooks@zhaintl.com
E-MAIL ADDRESS

Andrew L. Brooks
AUTHORIZED SIGNATURE (manual)

Andrew L. Brooks, Executive Vice President
NAME/TITLE (PLEASE PRINT)

601 N Magnolia Ave Ste 100

STREET ADDRESS

Orlando, Florida 32801

CITY STATE ZIP

FEDERAL ID # 59-2340397

Individual ☒ Corporation Partnership Other (Specify)

STATE OF FLORIDA

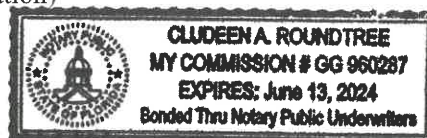
COUNTY OF ORANGE

Sworn to and subscribed before me this 2 day of MARCH, 2023.

Personally Known ☒ or

Produced Identification

(Type of Identification)



Cludeen A. Roundtree
Signature of Notary Public
CLUDEEN A. ROUNDTREE
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "D"
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF ORANGE)

Andrew L. Brooks, being first duly sworn deposes and says:

1. He (it) is the duly authorized representative
(Owner, Partner, Office, Representative or Agent)
of ZHA Incorporated, 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: Andrew L. Brooks

Title: Executive Vice President

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or
☐ online notarization, this 2 day of MARCH, 2023, by ANDREW L. BROOKS
in the state of Florida County of Orange.

Cludeen A. Roundtree
Notary Public
My Commission Expires: JUNE 13, 2024

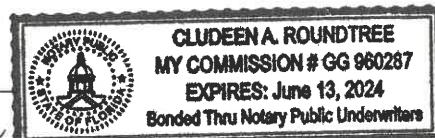


EXHIBIT "E"
DRUG-FREE WORKPLACE CERTIFICATION

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: ZHA Incorporated

Signed: 

By: Andrew L. Brooks
(Print or Type Name)

Title: Executive Vice President

Date: 03-02-2023

EXHIBIT "F"
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 ZHA Incorporated (Entity) by Andrew L. Brooks, Executive Vice President.
(Print individual's Name & Title)
whose business address is 601 N. Magnolia Ave, Suite 100
Orlando, Florida 32801
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID FOR ONE YEAR FROM THE DATE OF EXECUTION. 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.

Andrew L. Brooks
(Signature)

Date: 03-02-2023

ZHA Incorporated
Name of Bidder (Contractor)

STATE OF FLORIDA

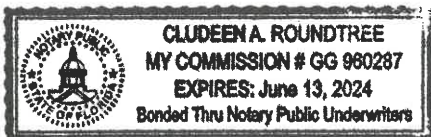
COUNTY OF ORANGE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, by means of ☒ physical presence or ☐ online notarization,

ANDREW L. BROOKS who, after first being sworn by me,
(Name of Individual Signing)

affixed his/her signature in the place provided above on this 2 day of

MARCH, 2023



Notary Public
My Commission Expires:

Cludeen A. Roundtree
June 13, 2024

EXHIBIT "G"
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 03-02, 2023. 

By: Andrew L. Brooks

Executive Vice President
(Title)

Official Address (including Zip Code):

601 N. Magnolia Ave, Suite 100

Orlando, Florida 32801

EXHIBIT “H”
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: ZHA Incorporated

By: 
(Authorized Signature)

Title: Executive Vice President

Date: 03-02-2023

EXHIBIT "I"
CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee for RFP 23-005

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 X 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 X 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 13-42, 2023.

By: 
(Signature of Authorized Official)

ZHA Incorporated
(Name of Construction Contractor or Subcontractor)

601 N. Magnolia Ave, Suite 100, Orlando, Florida 32801
(Address of Construction Contractor or Subcontractor)

407-422-7487
(Telephone Number)

59-2340397
(Employer Identification No.)

EXHIBIT "J"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] ZHA Incorporated 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] ZHA Incorporated, 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

Andrew L. Brooks, Executive Vice President
Name and Title of Contractor's Authorized Official

03-02-2023
Date

III. Firm's Other Forms

Summary of Litigation

Project: TrustMark Bank Building Renovation for City Hall Relocation

Parties: Plaintiff – The City of Panama City, Florida
Defendant – ZHA Incorporated

On December 7, 2018, the City of Panama City alleged that work performed by ZHA, pursuant to a contractual agreement with the City, and additional work required therefrom by other contracting entities, resulted in unforeseen costs and expenses by the City of Panama City for which the City intends to recoup from ZHA and potential additional entities. ZHA's position is the alleged unforeseen costs were previously identified and proposed efforts to mitigate the costs were ignored by the City. Depositions are currently being taken by both sides.

Other than the dispute identified above, ZHA has never been removed from or relieved of a contract or duties on a project.

ZHA has not been involved in any disputes or claims that were resolved without legal action during the last five (5) years.

To date, no monetary settlements have been incurred by ZHA.

Acknowledgement of Addenda

Bidder acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>02/23/2023</u>
No. <u>2</u>	Dated <u>03/02/2023</u>
No. _____	Dated _____
No. _____	Dated _____

Presentation Team

Andrew L. Brooks, P.E., LEED AP®



Florida Professional Engineer #42922
45 years — engineering, construction, and project/program management



Ocoee City Hall



Osceola Heritage Park – Multiple Venues

Richard M. Howard, P.E., CFM, PWLF



Florida Professional Engineer #41942
38 years — infrastructure, stormwater, and utilities management



Conserv II WRF (Orlando)



Southeast Lakes Basin (Orlando)

Micah Z. Nordquist, PMP



Project Management Professional (PMI), Veteran, West Point Graduate
16 years — project management, programming, and facilities assessment



Osceola County Tax Collector



Lakeview Terrace – Community Center Renovation

Company Overview

- 40 years of representing only Owners
- A/E Management
- Construction Project Management



Experience with Federal Grant Funds

Familiarity:

- Federal grant funding requirements.
- Project types budgeted and funded.
- Decades of experience applying for and executing Federal grants for FEMA and airports.

Challenges:

- Manage scope and budget to conform to the grant.
- Ensure ongoing compliance throughout the project.
- Know when and how to ask questions to ensure compliance.

Approach to the Project



ZHA’s approach to managing projects is very simple and comprehensive:

- Understand the owner’s objectives, requirements, capabilities, and assets.

Our goal will be to provide high level, hands-on support from seasoned individuals to help guide and manage the process in a structured and disciplined manner.

- Incorporate and manage the funding parameters and limitations.

ZHA will keep the project team focused on the requirements of the grant funding and will also ensure project execution and scope aligns with the eligible uses of the grant.

- Develop a program that meets those objectives and is based on best available resources and assets.

The overall team goal will be to create a reliable and predictable roadmap to efficient and successful project outcomes that fully meet the needs of the pubic.

- Assemble and lead a team that is best suited for the project/program.

We propose a seasoned team whose experience and leadership skills will be applied to anticipate problems and offer appropriate solutions that can minimize conflict or impacts.

- Communicate the program expectations consistently to all participants.

As your owner’s representative, ZHA will focus on anticipating issues, highlighting decision requirements, recommending action, and providing information for the City to evaluate and make informed decisions with knowledge of any potential impacts to the project scope, budget, or schedule.

- Provide technical expertise to accomplish all required program services.

Our technical expertise is always focused on what should be done to achieve the owner’s objectives and what issues need to be considered in making decisions regarding the program implementation. We will integrate our staff into the project based on the specific requirements of a particular phase, issue, or condition.

- Execute the services effectively and efficiently to mitigate owner’s risk.

We couple our attention to detail with an ability to provide solutions to issues that arise during a project’s development—knowing when to utilize traditional methods and when to challenge commonly accepted approaches to develop the best solutions for our clients. Any deficiencies in programming and project quality are controllable with proper foresight and experienced oversight, which are the cornerstone of ZHA’s long running success in the industry.

- Manage the overall project budget and schedule to achieve established targets.

ZHA is successful in overseeing projects that are completed within their budgets as a direct result of our 40 years of experience developing and managing budgets for our owners. ZHA will develop and maintain an overall Owner’s Project Schedule (OPS) to demonstrate the total project schedule of activities and milestones, not just design and construction schedules.

- Manage and monitor grant funds for compliance and reporting.

ZHA understands that grant funded projects have additional scrutiny and some rigorous reporting processes including requirements for quarterly reports for project and expenditure of funds detailing project status, obligations, program income, adopted budget, subawards, contracts, loans, transfers, direct payments, civil rights compliance, and other project specific data.

ZHA’s approach brings to the city of Ocoee an experienced team:

- team members with comprehensive knowledge of project program,
- team members with a commitment to allocate time based on project priorities, and
- an organizational structure that is well suited to this project.

This team has years providing owners the full spectrum of successful professional owner’s representative services – and provides the City a complete and well-rounded course of action to ensure that the Utility Infrastructure, and any other projects assigned are designed, managed, constructed, and activated successfully.



Project Leaders

City of Ocoee

Continuing Owner's Representative for City
Projects, Including Federal Grant Funded
ARPA Projects, RFP # 23-005

Owner's Representative Services

March 7, 2023

Prepared for
Shannon Hopper
Purchasing Technician
City of Ocoee

Prepared by
Ken Guyette
Senior Director, Project Management Services
Colliers Project Leaders

Accelerating success.

March 6, 2023

Ms. Shannon Hopper, Purchasing Technician
City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

**Subject: Proposal to Provide Continuing Owner's Representative Services for
City Projects, Including Federal Grant Funded ARPA Projects, RFP# 23-005**

Dear Ms. Hopper,

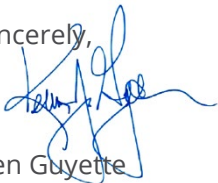
Colliers Project Leaders has operated for more than two decades with a fairly simple mission in mind – **to be the premier provider of owner's representative services**. We strongly believe that our exclusive focus on this mission means that all of our resources, training, and experiences will directly support the services provided on behalf of the City of Ocoee.

As a recognized leader in the industry, Colliers has served numerous municipal clients throughout the nation in a variety of capacities, from the establishment of formal project management and financial monitoring processes to the technical review and commissioning of complex projects. These clients have turned to Colliers for assistance with their capital needs because of our:

- 25+ year history providing comprehensive owner's representative expertise for a wide range of municipal clients and project types.
- Strong understanding and knowledge of the many guidelines, policies and procedures relative to providing services in Florida.
- Staff of experienced engineers, architects, construction professionals, and building operators whose complementary perspectives provide leadership and direction at every stage of the capital improvements program.

We are excited about the prospect of partnering with you as you embark upon this exciting program to address the present and future needs of the community. If you have questions or require additional information, you can contact me at ken.guyette@collierseng.com or (860) 234-3590.

Sincerely,



Ken Guyette
Senior Director, Project Management Services



Jonathan F. Winikur
Division Director

Contents



I. Firm's Qualifications

- 1) Previous Experience
- 2) Proposed Project Team
- 3) Project Approach
- 4) References
- 5) Current and Project Workload

II. Firm's Hourly Rates

III. Firm's Other Forms



Previous Experience

Colliers has a well-established reputation for providing owner's representative services within the marketplace and is well-versed in guiding our clients through the complex process of capital construction projects. As a result of our project experience throughout the nation, Colliers has developed a unique perspective and understanding of the very specialized needs of construction projects – allowing us to view the larger issues at hand and to develop strategies and tactics to successfully lead the City of Ocoee through the process.

Over the past two decades, we have provided owner's representative services for numerous clients because of our reputation for quality service, client satisfaction, and unique expertise. In fact, we are proud to state that nearly all of our clients have gone on to request additional services.

Federal Grant Funded ARPA Project Experience

In addition to our extensive municipal project experience, Colliers has a comprehensive understanding of grant funding and associated requirements through the American Rescue Plan Act (ARPA) and has served as the owner's representative on several federal grant funded ARPA projects. These projects include the following:

- South Hadley Senior Center
- Northfield Public Safety Facility
- Fitchburg's Wallace Library
- Beverly McPherson Youth Center
- Bristol City Hall

Colliers has provided on the following pages descriptions highlighting projects of a similar nature.



Connecticut College

Pedestrian Boulevard

New London, CT

Project Overview

Colliers is providing project management services for the revitalization of Crozier Boulevard, the pedestrian access path at the center of Connecticut College.

In its current condition, Crozier Boulevard creates a barrier to comfortable pedestrian circulation within the most active area of the campus core. By relocating parking to perimeter lots along the proposed campus loop road, vehicular traffic along the reimagined Crozier Boulevard can be limited to service and emergency vehicles. Instead of a linear parking lot, the new "Crozier Promenade" will become a vibrant pedestrian corridor extending larger patterns of connectivity between the Plex to the north and Tempel Green and beyond to the Lyman Allen Museum to the south. Pedestrian connectivity across this new linear landscape will also be improved and complemented by welcoming plaza spaces at main building frontages.

Services Overview

Colliers is assisting Connecticut College throughout the Pedestrian Boulevard project with comprehensive project management services including the following:

- Manage all aspects of the project from design & bid, to construction, through closeout
- Coordinate with various teams and attend team meetings
- Develop and distribute Landscape Architect RFP
- Develop project budget and milestone schedule
- Research existing documentation and utility plans
- Review and approve all invoices/financials for the project

Completion

TBD

Project Size

N/A

Project Budget

\$6.7 Million

Services Provided

Project Management

Landscape Architect

Klopfer Martin Design Group

Contractor

Babbidge Construction Company, Inc.

www.cplusa.com

Connecticut College

Justin Wolfradt

Executive Director of Facilities
Management

860 447 1911



Town of Adams

Greylock Glen Outdoor Center

Adams, MA

Project Overview

Colliers was engaged to provide project management services to develop approximately 63 acres of the 1,063-acre property into an outdoor recreation resort that will include a trails system, campground lodge and conference center, performing arts amphitheater and garden, as well as a 10,000 gsf Outdoor Center.

The Center will serve as the primary hub for the Resort and will include a welcome center, classrooms, exhibit space, a café, and an outdoor recreation gear retail/rental space designed to make Greylock Glen an outdoor resort destination.

Some of the priorities for the Greylock Glen Outdoor Center Project include the use of solar and natural lighting, energy efficiency, and a thoughtful use of natural building materials that serve to enhance and honor the surrounding environment.

The Town's main goals are to ensure that Outdoor Center is constructed on schedule, well within the \$8.3 Million project budget, with respect to the natural beauty of the Berkshires.

Services Overview

As project manager, Colliers is providing the following services:

- Attend pre-construction and construction progress meetings
- Retain, supervise, and manage a Clerk of the Works for daily full-time construction observation throughout the duration of construction
- Review monthly updates of the general status of schedule milestones, schedule slippage, and other noteworthy information

Completion

TBD

Project Size

10,000 gsf

Project Budget

\$8.3 Million

Services Provided

Project Management

Architect

Maclay Architects

Contractor

Souliere & Zepka Construction, Inc.

www.cplusa.com

Client Contact

Donna Cesan

Special Projects Manager

413 743 8300



Town of Westwood

Westwood Station

Westwood, MA

Project Overview

Colliers was retained as the Real Estate Advisor for the Town of Westwood, MA to advise the town on the proposed Westwood Station project. The goal of the project was to transform an aging and underperforming 135-acre industrial-park site into a vibrant, pedestrian-friendly, mixed-use development featuring new office, retail, hotels, residential and open space uses. The site is conveniently located adjacent to the MBTA's Route 128 Commuter Rail/Amtrak station, Route 128/95, and Route 93. The station was designed to become the region's premier example of smart growth, transit-oriented development, sustainable neighborhood design, and mixed-use communities.

The project, as proposed and approved, included 1.75 million square feet of office, lab, and R&D space, 1.3 Million gsf of specialty retailers and restaurants, 1,000 residential units, and two hotels.

Services Overview

Colliers role was to advise the town on the issuance of a special permit (the local form of zoning relief). This included overseeing a "mirror" development team including land planner, legal, and a host of engineers. It also required determining the municipal impacts and benefits of the project, reviewing and commenting upon filings, reports, analyses and other documents, and providing real estate, financial, and development analysis services in a consulting capacity to the town.

In addition, Colliers provided peer review consultant firm coordination and management services on behalf of the town and assisted in negotiating and drafting the Development Agreement between the developer and the town.

Project Size

4,513,000 gsf

Project Budget

\$1.5 Billion

Services Provided

Development Management
Consulting

www.cplusa.com



Project Leaders

Linden Square

Consulting Services

Wellesley, MA

Project Overview

The Linden Square redevelopment encompasses over 18 acres in the heart of Wellesley's Linden Street service retail corridor. Eastern Development purchased a collection of individual parcels and obsolete retail buildings, and proposed a phased, total redevelopment of the area. The development includes a new Roche Bros supermarket and several new multi-story mixed-use buildings, as well as a total upgrade of roadway, drainage, and site infrastructure.

Services Overview

Colliers was retained to act as the Town of Wellesley's development consultant during the permitting process for the proposed Linden Square development. In this role, Colliers advised the Town on a broad range of development-related matters to assist the Board of Selectmen, the Planning Board, the Department of Public Works, and other Town departments in evaluating the impacts and benefits of the proposed project, and the appropriateness of a Zoning Overlay District proposed by the project's developer.

Colliers conducted financial analysis of the proposed development to determine a commercially reasonable level of public benefits that could be supported by the project and assisted in negotiating the mitigation and linkage package. Colliers assisted the Town in drafting the Development Agreement and Overlay District ordinance, advised on the likely retail tenant mix, reviewed and critiqued studies and reports submitted by the project's proponent, and provided a final report to the Town in preparation for a special Town Meeting, at which the proposed Zoning Overlay ordinance was approved.

Project Size

205,000 gsf Retail
40,000 gsf Office

Project Budget

\$30 Million

Services Provided

Consulting Services
Permitting

Architect

Elkus / Manfredi

www.cplusa.com

Ridge Hill

Shopping Area

Yonkers, NY

Project Overview

Colliers provided project management services for the Ridge Hill shopping area to the developer, Forest City Ratner, for the management of the turnover and delivery of several retail locations in the outdoor living center in Westchester County. The Colliers' team worked on the turnover of several small stores, pop-up holiday experience, delivery of white box spaces to tenants, and pad delivery for big box retail tenants as well as participation in the lease negotiations on behalf of the developer.

Services Overview

Colliers provided project management services during the pre-construction, construction, and post-construction phases of this project. Our responsibilities during each phase included the following:

- **Pre-Construction:** Project design development and management, schedule development, budget development, bidding and awarding of the work, and lease negotiation.
- **Construction:** Construction monitoring, schedule management and monitoring, budget management and monitoring, cost control, change management, contract administration, and site observation.
- **Post-Construction:** Punch list and turn over and contract and financial close-out.

Completion

2016

Services Provided

Project Management

www.cplusa.com



Rhode Island State Police

New Southern Barracks

West Greenwich, RI

Project Overview

Colliers was engaged to provide project management services for the design and construction of a new 35,000 gsf police barracks and land development to consolidate services in the southern portion of the State and create a safe, efficient working environment for State Police personnel and citizens.

The Rhode Island State Police (RISP) is closing their existing undersized and outdated barracks, built in the 1930s, located in Hope Valley (4,160 sf) and Wickford (3,544 sf) and will vacate these facilities upon completion of the New Southern Barracks. Created in 1925, the RISP is comprised of approximately 228 sworn officers and 75 civilians who serve the citizens of Rhode Island. The new police barracks will also contain an outbuilding and new canine kennel/training facility.

Services Overview

As project manager, Colliers will be involved in the feasibility/pre-design, design, construction, and closeout phases. Responsibilities include, but are not limited to, establishing and managing the project's cost, quality, and schedule goals; assisting with land and utility development; working with several municipalities, county water/sewer authorities, State agencies and National Grid; overseeing State consultants including the architectural firm, commissioning agent, construction contractor, etc.; conducting Owner/architect/contractor meetings; coordinating the decommissioning of the Hope Valley and Wickford Barracks and the connection of the new barracks into the State Communication Tower system; facilitating the MEP commissioning process; training operating staff; testing systems performance; and managing the master move plan.

Completion

June 2023

Project Size

35,000 gsf

Project Budget

\$28.1 Million

Services Provided

Project Management

Architect

Kaestle Boos Associates, Inc.

Contractor

TBD

www.cplusa.com

Client Contact

Kathy Missell

Chief Buyer

401 574 8114

City of Beverly

McPherson Youth Center

Beverly, MA

Project Overview

Colliers has been engaged to provide project management services for the design, construction, and renovation of the McPherson Youth Center.

The Myles McPherson Youth Center building, built in the late 1970s, is constructed mainly of concrete blocks, a wooden roof and asphalt shingles. The center is outdated for today's needs and limits the City's ability to have effective gatherings indoors or appropriate space for the variety of program offerings and services that should be offered through the center. The center also currently provides some outdoor spaces for basketball (2 courts), roller hockey and a skateboarding park that could be designed more efficiently to provide enhanced athletic and socialization space.

Building design elements will be consistent with the City's efforts to reduce energy consumption and pursue clean renewable and alternative energy.

Services Overview

As project manager, Colliers' responsibilities during the feasibility and study phase include but are not limited to:

- Manage and facilitate the designer selection process
- Develop, review and manage the design concept process
- Maintain a project financial status report and review monthly
- Develop a project schedule
- Manage the hiring and scope of services of the various Owner related consultants (environmental, geotechnical engineering, survey, etc.)
- Perform design reviews of the drawings and specifications

Completion

June 2024

Project Size

6,000 gsf

Project Budget

\$9 Million

Services Provided

Project Management

Architect

TBD

Contractor

TBD

www.cplusa.com

Client Contact

David Gelineau
Purchasing Agent
978 921 6000



City of Fitchburg

Multiple Projects

Fitchburg, MA

Project Overview

Colliers has been engaged to provide project management services for multiple projects for the City of Fitchburg including:

- **City Hall Campus:** Major renovation to the historic City Hall Campus which included a fully restored exterior, reestablishment of the original entry, a redesigned interior to accommodate 14 administrative departments including the Office of the Mayor, upgraded parking and outdoor areas, and the conversion of a building into a legislative building to house the city council chambers.
- **Police Station:** Renovation of 20,000 gsf Fitchburg Police Station. Scope of work includes increasing the size and upgrading the E911 Communications Center, updating public areas such as the elevator and lobby, building envelope and site issues such as the parking lot, construction of additional space for police personnel functions and equipment, and meeting building code requirements.
- **Public Library:** Renovations to the existing 45,000 gsf library or construction of a new 70,000 square foot Library Building.

Services Overview

As project manager, Colliers' responsibilities include project planning, bidding, prequalification of subcontractors, budgeting, design/construction oversight, commissioning, move coordination, and project closeout.

Services Provided

Project Management

www.cplusa.com



County of Ocean

Nature Center at Wells Mills County Park

Waretown, NJ

Project Overview

Colliers was engaged to provide project management services for the \$3 Million renovations to the Nature Center at Wells Mills County Park. The project included general construction improvements, renovations to the restrooms, structural repairs, roof replacement, elevator improvements, and HVAC and electrical upgrades.

Services Overview

As project manager, Colliers' responsibilities include, but are not limited to:

- Review the final construction documents
- Coordinate with State, County, and Local government agencies
- Obtain building department permits and coordinate with local utility companies
- Review the general contractor's updated schedule on a monthly basis
- Provide daily reports outlining the progress, note the quality of the work in place, and identify any deficiencies
- Conduct bi-weekly progress meetings, create and distribute minutes
- Manage the overall submittal and shop drawing process
- Coordinate third party testing for all soils and concrete testing
- Obtain copies of all Warranties/Guaranties, O&M manuals, and as-builts

Completion

January 2023

Project Size

7,000 gs

Project Budget

\$3 Million

Services Provided

Project Management

Architect

Yezzi Architects

Contractor

J.H. Williams Enterprises, Inc.

www.cplusa.com

Client Contact

Michael T. Mangum

Director, Department of Parks and Recreation

732 506 9090

Proposed Project Team

Colliers is confident that we are uniquely qualified to deliver the necessary owner's representative services for the City of Ocoee's Continuing Owner's Representative Projects as outlined within the RFP and as may be required. We firmly believe you will be hard pressed to find another team with the local project experience matched with the depth of talent and resources that Colliers is proposing for this project.

Colliers is committed to serving the City of Ocoee with a team approach that allows the strengths of our individuals to complement each other and provide a superior level of service. To accomplish this goal, your project will be assigned a Project Director who will be responsible for the day-to-day operations and the final success of the project, oversee all Colliers activities related to the project and ensure that the City is well served. The Project Director will be supported throughout the project by the Senior Project Manager, and the Assistant Project Manager.



Project Director
Ken Guyette

Senior Project Manager
Stuart Rogers, PE, LEED AP

Assistant Project Manager
Jignesh Vyas, PE



Roles and Responsibilities

Provided below is an overview of the proposed project team's roles and responsibilities for the Continuing Owner's Representative Projects. ***Resumes detailing the key personnel's educational background and experience can be found at the end of this section.***

Team Member	Roles and Responsibilities
Project Director Ken Guyette	Ensure satisfactory project completion with an emphasis upon planning, master scheduling, master budgeting, quality assurance, and coordination between the project team's various disciplines and the project owner. Develop contracts & manage negotiations, responsible for developing total project budget, financial control / oversight of projects, and forecast cash flow.
Senior Project Manager Stuart Rogers, PE, LEED AP	Provide as necessary support to the Project Director in all aspects and phases of the management of the project.
Assistant Project Manager Jignesh Vyas, PE	Provide as necessary support to the Senior Project Manager in all aspects and phases of the management of the project.

Sub-Consultants

Colliers prides itself on having assembled a team with the expertise and capacity to deliver our owner's representative services through the use of in-house personnel. We have found this approach highly successful, allowing us to control the cost and quality of service delivery. As such, Colliers has no plans to subcontract any portion of work to outside firms.

Capacity & Skills

Colliers’ team of more than 120 technical professionals includes the following specialties:

22	LEED Accredited Professionals	12	Professional Engineers
13	Field Supervision Experience	5	Cost Estimating Experience
15	Schedule Analysis Experience	27	Value Engineering Experience
60	Constructability Review Experts*	27	Quality Control and Safety Experience
12	Registered Architects		

* Our diverse team of architects, engineers, and constructors review construction documents independently and provide their unique perspective.

In addition, all of our Project Managers, Assistant Project Managers, and Construction Representatives have received a minimum of OSHA 10-hour certification for safety and field supervision training.

Colliers has an established reputation for providing owner’s representative services within the municipal marketplace and is ***well-versed in guiding state and municipal construction authorities and building committees through the complex process of municipal construction projects.*** As a result of our project experience and team diversity, Colliers has developed a unique perspective and understanding of the very specialized project management needs of Florida public utility projects – allowing us to view the larger issues at hand and to develop strategies and tactics to successfully lead the City of Ocoee through the process.

Our project management team is highly credentialed, and these credentials speak to their ability to deliver critical management services such as value engineering, constructability reviews, life cycle cost analysis, construction quality control, and project commissioning.

Ability to Complete the Project

Colliers has assembled a multi-disciplined team with the necessary skill sets to support our clients through all aspects of capital projects. ***Our proposed team is well prepared and available to begin work immediately as may be required.*** In addition, any member of Colliers’ 120+ technical professionals can be made available to assist the proposed project team, as required.

One of the unique attributes of the Colliers team is our range of in-house capabilities. We are able to bring expertise in all aspects of the project with our team of licensed architects, engineers (mechanical, electrical, plumbing, structural, civil) and construction professionals (former superintendents, project managers, and scheduling experts). In addition, we have a number of LEED accredited professionals and building code officials. Our financial analysts focus on ensuring every dollar expended is accounted for. There is virtually no aspect of a project where we can’t turn to an in-house colleague for an answer or a solution to a problem.



Ken Guyette MCPPO

Senior Director

ken.guyette@collierseng.com



Project Leaders

Education and Qualifications

Associates Degree
Architectural Design –
Three Rivers College

Army National Guard
250th Engineers
Company

Accreditations and Memberships

Massachusetts Certified
Public Purchasing Official
(MCPPO)

OSHA 30 Certified

Years of Experience

28 years

Years with Firm

12 years

www.cplusa.com

Area of Expertise

Mr. Guyette has more than 25 years of experience within the design and construction industry having served in a variety of capacities including project manager, designer, builder, and owner. Ken has extensive experience providing project management services for a vast array of projects for both the public and private sectors. His responsibilities as project manager have included programming, design reviews, budget/contract management, cost validation, schedule performance analysis, site risk management, oversight of construction implementation and corrective action requirements, to name a few. As Senior Director for Colliers, Ken is responsible for ensuring satisfactory project completion with an emphasis upon planning, master scheduling, quality assurance, and coordination between the project team's various disciplines and the project owner.

Relevant Experience

MGM Grand at Foxwoods – Mashantucket, CT

Project management services during MGM Grand's \$800 Million expansion including 50,000 gsf casino, 120,000 gsf of convention space, 826 hotel rooms, 4,100 seat performing arts theater, 6 restaurants, 6 retail outlets, 1 nightclub, 5,000 gsf outdoor pool, 21,000 gsf spa and a 2,900 car parking garage. Tenant fit out projects included:

- Banquet Kitchen Facility – 50,000 gsf/3,800 occupant ballroom, 17,000 gsf kitchen facility, and 1,300 gsf occupant junior ballroom
- Scorpion Bar – 5,000 gsf Tequila Cantina with restaurant and nightclub
- Craftsteak – 9,600 gsf steak house for celebrity chef Tom Colicchio
- Juniors Restaurant – 11,000 gsf restaurant famous in NY for comfort food and award winning cheesecake
- Alta Strada – 8,100 gsf Italian restaurant for celebrity chef Michael Schlow
- Shrine – 15,000 gsf Asian restaurant, lounge and nightclub
- The Food Market – 8,100 gsf food court/market
- Gelato Café – 5,000 gsf café featuring gelato, paninis and gourmet grab & go

Northeast Utilities Systems – On-Call Program – Various Locations

Project management services for all projects within the Northeast Utilities Systems' \$18 Million On-Call Program including the main campus and all regional facilities.

City of Bridgeport – Public Facilities Complex – Bridgeport, CT

Project management services for the \$13 million complex consisting of a new 46,000 gsf truck facility, 15,000 gsf refuse/recycling truck facility, two bay truck wash, fuel station, and salt and sand shed.

Town of Adams – Greylock Glen Outdoor Center – Adams, MA

Project management services for the 10,000 gsf project. The Center will include a welcome center, classrooms, exhibit space, café, and outdoor recreation gear retail/rental space designed to make Greylock Glen an outdoor resort destination.

Water's Edge Resort – Multiple Projects – Westbrook, CT

Project management services for the renovation to 30 guest rooms at the Bill Hahn Lodge, lobby renovations, Porte Cochere addition, and bar addition and renovation.

Stuart M. Rogers, PE, LEED AP
Geographic Discipline Leader | Civil/Site



Education

B.S. Civil Engineering, University of South Florida, 1984

A.S. Pre-Engineering, Polk Community College, 1981

Professional Registrations

Professional Engineer (PE)
Florida

LEED Accredited Professional

Professional Affiliations

Real Estate Investment Council

NAIOP, Commercial Real Estate Development Association

Tampa Bay Builder's Association

Urban Land Institute

International Council of Shopping Centers

Experience

Mr. Rogers is a knowledgeable civil engineer and manager with over 34 years of experience in the engineering industry. He has managed the design and construction of numerous residential, office, industrial, educational, municipal, retail, mixed-use, and agricultural projects in Florida, totaling over 500 projects. He has successfully obtained permits in 24 counties and 28 cities in Florida. He has filed for zoning amendments and Comprehensive Plan amendments in 15 cities and counties. His planning projects have included over 250 residential projects containing over 14,000 lots, office, retail, industrial, religious, educational, and institutional projects. His experience also includes serving on rule drafting committees for the City of Dade City, the City of Zephyrhills, and Pasco County.

Mr. Rogers' project responsibilities have included rezoning and variances, total site design, stormwater modeling, flood studies, permitting, construction administration, Community Development District (CDD) services and as-built certifications. Many projects also included wetland delineation, as well as design and permitting of mitigation areas. Mr. Rogers has a thorough knowledge of green building principals and rating system. He is well versed in the LEED® process for new construction (LEED®NC) and existing building (LEED®EB).

Representative Projects

Continuing Engineering Services

Dade City, Pasco County, FL

Project Manager and contract Civil Engineer for the City. Mr. Rogers provided roadway design, utility design, WWTP design, reviewed plans submitted by developers, reviewed record plats, and provided site plans for renovations and various drainage projects.

Mad Hatter Utility

Land O'Lakes, Pasco County, FL

Project Manager and Principal-in-Charge for various projects including water distribution mains, sanitary sewer force mains, Water Treatment Plants, WUP Permitting, and WWTP renewals.

Continuing Engineering Services

City of Zephyrhills, Pasco County, FL

Project Manager for various projects including new wells, water distribution mains, lift stations, force main extensions, WUP permitting, drainage projects, streets, parks, streetscapes, and sidewalks.

Resume**Continuing Engineering Services****City of San Antonio, Pasco County, FL**

Project Manager in charge of street paving, drainage, and water distribution projects for the City of San Antonio.

Betmar Utility**City of Zephyrhills, Pasco County, FL**

Project Manager for multiple projects including new wells, WUP permits, water distribution systems, sanitary sewer mains and force main extensions, mapping of the entire system, and assistance with Public Service Commission licensing.

US 301 Frontage Road**City of Zephyrhills, Pasco County, FL**

Project Manager/Engineer of Record for civil engineering for Frontage Road along US 301. The road connected Eiland Boulevard to Daughtery Road was constructed in a limited right-of-way along existing businesses. The project using FDOT's RRR standards, presented challenges of limited space for stormwater facilities, existing flooding in the area, and connecting to existing developed parcels.

U.S. 27 and C.R. 44**City of Leesburg, Lake County, FL**

Project Manager/Engineer of Record for the intersection improvement for U.S. 27 and County Road 48. Left and right-turn lanes were added to both roadways as required by Lake County and the FDOT.

Drew Park Phase I and II Drainage Improvements**City of Tampa, Hillsborough County, FL**

Project Engineer on a team of designers to improve the drainage at Lois Avenue and Grady Avenue in the Drew Park CRA. Mr. Rogers assisted in the design of the street storm sewer system within this urban environment with tight rights-of-way with existing water and sewer lines and a large proposed box culvert. The project designed reduced the flooding of these two streets and in the neighboring side streets.

Bloomindale Avenue and Culbreath Road Intersection Improvements**Lithia, Hillsborough County, FL**

Drainage Engineer for the stormwater design for the intersection improvements which included a left turn lane on each street. The stormwater design had to address water quality and quantity as well as flood compensation for a small area within the project that was within the floodplain. The design also addressed existing trees to preserve as many trees as possible. The area dedicated for stormwater was very limited providing additional challenges in the design.

Imperial Lakes**City of Mulberry, Polk County, FL**

Project Engineer retained by this large master-planned community to study the subdivision design to determine the cause of street flooding in a number of locations and design remedies for these issues. Stormwater modeling of the ponds and the storm sewer systems was performed, and designs were provided to remedy each problem. These remedies were installed by the community over several years to eliminate the flooding issues.

Jignesh Vyas, PE

Senior Project Manager | Construction Engineering & Inspection

Experience

Mr. Vyas has extensive experience on heavy construction and maintenance projects in different capacities ranging from a field inspector to an Area Construction Engineer/ Project Manager. His experience includes administration of infrastructure projects of various types such as design-build, LAP, Streamlines, Bid-quantity, Incentive-disincentive and Lane-rental. Mr. Vyas has gained extensive work experience as a Construction Program Manager/ACE related to various contracts and policy management. Some key features were lane closure information systems, managing district project letting plan, monthly bid analysis and reporting, cost, and time overrun analysis, CEI budget management, project control and contract time management. Mr. Vyas has oversighted and directed several construction projects from the project inception to final acceptance to assure a timely completion within the allocated budget, using his expertise in construction management techniques, methods, and high-quality standards.

Representative Projects

FDOT I4 Ultimate Project in Seminole and Orange County of Central Florida (Skanska AM/Consortium's Representative)

Senior Project Oversight Engineer/ Quality Manager - For a \$2.35 Billion mega project. Worked on FDOT's landmark project of I4 Ultimate in Central Florida for the private consortium of investors in I4 Mobility Partners (Skanska/John Laing). Worked and helped the I4 Mobility Partners by taking proactive measures within the contract framework to resolve quality related issues. Directed the QA/QC teams and the SGL Operations team to further evaluate and resolve the non-compliance work reports (NCWRs) and assisted them in the proper interpretation of the contract documents in a larger construction context. Instrumental in processing RFIs, RFMs, FCRs and Project As-Built Data. Further, Jignesh had been very vigilant in checking on the QA/QC's Project Material Certification process and deep involvement with the issues concerning the Central Florida Expressway Authorities, local agencies, counties, and cities for their various needs around the construction of I-4 Ultimate project. Played key role by active engagement in all nine-toll plaza construction, including their various stages of inspections and testing programs that involved FDOT and Florida Turnpike Enterprise.

FDOT US 192 Widening and Reconstruction Including Bridge St. Cloud, Osceola County, FL

Senior Project Engineer - Though these projects were originally designed as regular bid item projects, played key role in identifying many unforeseen field conditions resulting in sixteen major plan revisions, making the project type close to Design-Build.

Education

B.S. Civil/Structural Engineering, South Gujarat University, India 1990

M.S. Civil-Environmental Engineering, South Gujarat University, India 1994

M.B.A. University of Central Florida, 2005

Professional Registration

Professional Engineer (PE), Florida, Georgia, Virginia

Professional Certifications

FDOT

Construction Academy for PAs
Value Engineering Training
Roadway Design Training for Disabled
Design Training for SWPPP Devices
Certification Training for Safe Driver
Webinar Training for Specification Changes
Self-Study Courses for Roadways & Structures
Multiline Program Training
Advanced MOT
MAC Training
Site Manager Training

CTQP

QC Manager
Asphalt Paving Level I & II
Earthwork Inspection Level I & II
Final Estimate Level II

ACI

Concrete Lab Technician Grade I
CPN - Nuclear Density Gauge Operation and RSO

Resume

OOCEA Project 429-200B, S.R. 429/U.S. 441 Intersection Improvements**City of Apopka, Orange County, FL**

Project Engineer - This project included roadway widening on SR 429 and US 441, with items such as drilled shaft foundations, signalization, lighting, guard rails, erosion control plan, MOT, drainage structures, fiber optic network, asphalt paving, material sampling and testing, bridge widening over FCRR, concrete crash walls, precast concrete piles and steel "H" piles, cast-in-place concrete footers, columns, prestressed precast type II and III beams, approach slabs, bridge deck, barrier walls, M.S.E. walls etc. Jignesh reviewed field books, earth work density books, MOT plans, SWPPP review reports, and pile driving logs on a regular frequency. Monitored QC and VT sampling, testing and documenting the results for earth work, concrete, stabilized subgrade, base, asphalt and other materials.

OOCEA Project 253B-06, Crystal Lake Drive Improvements**City of Orlando, Orange County, FL**

Project Engineer - The construction under this project included the improvement of existing two lanes on Crystal Lake Drive and dividing it into four lanes with a new alignment. This project had major roadway items such as super-pave asphalt mix, color concrete pavement, storm water pipe placement, utility adjustment and public safety, curbs and sidewalks, earthwork, material testing, sampling, and documentation. Other key elements of this project were the construction of two major intersections using three different types of integral color structural concrete in a slightly concave shape aligned with the main line Crystal Lake Drive and major side streets. Performed project administration and construction management duties such as coordination with all parties involved, reviewing, and approving the contractor's quality control plans, lead the CEI team, review and approve contractor's base line and progress schedules, review monthly and final estimates prepared by the contract support specialist, prepare construction status reports and efficiently manage the quality control process throughout the construction period. Monitored various logs such as RFIs, submittals and material test results. Reviewed field books and density books on a regular frequency and directed field inspectors for any corrections. Various material sampling, testing, and reporting were monitored as per contract specifications.

OOCEA 528-100 and OOCEA 528-100A, SR 528 Guardrail Improvements**Cities of Orlando and Kissimmee, FL**

On-Call Office Engineer - The main purpose of this project was to improve the median guardrails in the median of SR 528. The combined length of both projects was about 20 miles which included steel rail as well as cable guard rails, miscellaneous asphalt pavement, median embankment slope regrading, earthwork and concrete material testing, sampling and documentation, MOT and erosion control plan. All work performed as per FDOT standards and specifications.

OOCEA Project # 461 A (SR 417 and I-Drive Gateway Landscape Improvements)**City of Kissimmee, Osceola County, FL**

Project Engineer - This design-build project included drainage improvements, retention ponds with liners and oxidation system, landscape improvements with great architectural details, earthwork, and concrete material sampling, testing and documentation, irrigation system and overall beautification of this interchange that was close to world famous attractions such as Walt Disney World, Sea World, and International Drive.

Project Approach

Colliers' philosophy in the management of capital projects has been shaped by more than two decades of experience representing owners in the design, construction, and management of municipal facilities. The design and construction industry has evolved from an era in which a Master Builder designed and personally directed tradesmen in the construction of a project, to the present where complicated and sophisticated processes involving numerous designers, consultants, managers, contractors, and regulatory authorities all play important roles. The result of this evolution is not always positive – construction projects with major cost overruns, expensive mechanical systems that don't operate properly, and municipal spaces that don't meet the owner's expectations.

Colliers has assembled a team of talented professionals with varied backgrounds and competencies from across the design and construction industry to help cities and towns navigate through this complex and risky environment. Our approach is proactive and highly collaborative. With this perspective in mind, Colliers has adopted the following core objectives for delivering our services:



Protect the interests of the City of Ocoee through careful oversight to ensure that projects are **functionally** appropriate, **aesthetically** conforming to design standards, and **financially** managed to the established budget.



Reduce costs and maximize value throughout the project with **design critiques** that provide options for best value, avoid high cost change orders, and utilize **bidding and contracting strategies** that reap benefits from a competitive marketplace.



Preserve the project schedule by establishing **critical milestones** throughout the design and construction process, facilitating meetings and document reviews, and **identifying critical path** issues that can create delays before they materialize.



Maintain construction quality assurance throughout the process by **confirming the proper design and construction** of materials and equipment, and **verifying the performance** of installed systems.



Provide visibility to real time project data regarding costs and schedule through our proprietary, web-based client dashboard – **Colliers360**.

With these objectives as our foundation, we follow a phased management plan which is described in detail on the following pages.

Design Phase

Coordinate the Design Process with Design Team, Users, Operators & Regulatory Groups

The design of a project is an interactive process involving multiple designers with varied specialties as well as numerous representatives of the Owner's constituencies, each of which must have access to the design evolution appropriate to their respective roles. Communications with and presentations by the Design Team must be facilitated to manage the logistics and political dynamics while simultaneously ensuring the appropriate level of input and critique. This interaction and coordination does not happen absent facilitation and leadership by the project manager.

Reconcile Design Solutions with Program Expectations, Cost Estimates, and Budget Parameters

At several critical junctures throughout the design process, Colliers will independently review the solutions proposed by the Design Team to ensure conformance with the direction provided at the outset. Frequently, the many involved parties lose sight of the originally established program objectives and financial constraints. The project manager will perform regular reconciliations of design solutions with the program, estimates and the established budget to keep the Project on track.

Conduct Technical Review and Critique of Systems Designs and Details

To analyze the conformance of the Design Team's physical solutions to the needs of the City of Ocoee, several reviews of the proposed solution must be undertaken. In particular, Colliers will review drawings and specifications as they evolve to ensure suggestions do not compromise operational practices, meet programmatic expectations, include appropriate level of detail, minimize capital costs, and are physically attainable given the construction parameters and logistics.

Establish and Manage the Bidding and Contracting Process

To minimize construction costs and maximize value, Colliers will assist in determining the project delivery method and develop a strategy for the procurement of contracted services. During this process, focus must be paid to protect the quality of bidders and clarify the scope of work, allowing for more accurate bids and minimizing future change orders. Opportunities also exist to ensure that local companies, including small and minority-owned businesses, are well informed of the project and are given an even opportunity to bid. Supporting the bidding process includes properly verifying qualifications, soliciting proposals from contractors, reviewing and discussing the submissions, negotiating contract terms and executing agreements.



Construction Phase

Coordinate Construction Activities

If not properly managed, construction activities can significantly disrupt neighborhood and community members. Ongoing construction will likely require the transportation of materials, demolition and/or installation of major components, and a large number of construction personnel on the site. As your project manager, Colliers will carefully coordinate these construction activities to account for daily traffic patterns and local events, making alternate plans as needed.

Monitor & Manage Construction Changes and Project Finances

In any construction project unanticipated changes are likely to occur while the construction activities are underway. The reasons for changes are varied including unforeseen conditions, material changes, or drawing modifications to name a few. To control expenditures during this period, Colliers will carefully monitor and manage any project changes as well as the contracts and payments to the various contracted entities.

Conduct Inspections of Construction for Quality Assurance

As is the case with any purchased service, the quality of workmanship varies according to the individuals assigned to the task. To assure the quality of workmanship on a project and compliance with the contract documents, Colliers will regularly conduct inspections of contractor work and quickly identify and resolve any problems that may be identified.



Closeout and Training Phase

Ensure Systems Performance through Testing

Ultimately, the responsibility for the operation and maintenance of installed systems will fall to the Owner's staff. Therefore, prior to accepting the newly installed systems and delivering final payments to the contractors, Colliers will test the various systems under operating conditions. Testing under these conditions is the only way to tell for certain if systems will operate as intended while there is still financial incentive for the contracted parties to remedy problems.

Monitor & Manage Contractor Correction of Problems

Every project is a prototype, therefore problems are likely. Once identified, Colliers will monitor the contractor's efforts to address any problems. Depending upon the type of system being corrected, additional performance testing may be the only means of insuring proper operation.

Train Operating Staff in Systems Operations & Maintenance

Any new system will require training for the operations and maintenance staff. Frequently, the mechanical systems installed are significantly more complicated to operate and maintain.. Without proper training, those responsible for the regular troubleshooting and preventative maintenance of the newly installed systems will likely compromise the systems' operations or life through either the bypass of procedures or the improper usage of components. Colliers will ensure the operations staff is properly trained on all new systems. This process starts with field visits during construction and concludes with physical training once the project is completed.



References

Colliers is pleased to provide the following references for its key team members. The references provided below have experience with both Colliers as a firm and with the proposed project team. Colliers strongly encourages the City of Ocoee to further explore these examples through direct contact to gain a firsthand account of our approach, capabilities, value, and integrity. ***In addition, we have provided in Section I of this proposal detailed project descriptions for the references listed below with information specifically requested in the RFP.***

Client and/or Project Name	Contact Information
City of Tampa	Ben Money, PE City Project Manager (813) 274-8514 Ben.money@tampagov.net
City of Holmes Beach	Sage Kamiya, PE, PTOE Superintendent of Public Works/City Engineer (941) 708-5800 ext. 245 skamiya@holmesbeachfl.org
City of Bradenton Beach	Tom Woodward Director of Public Works (941) 778-1005 ext. 212 twoodard@cityofbradentonbeach.com
City of Fitchburg Multiple Projects	Mary Delaney Chief Procurement Officer (978) 829-1850 MDelaney@fitchburgma.gov
City of Beverly Multiple Projects	David Gelineau Purchasing Agent (978) 921-6000 dgelineau@beverlyma.gov

Current and Projected Workload

The following matrix reflects our current workload exclusively for owner's project management (OPM) engagements. Although this impressive list includes the work of our proposed project team as well as other project management staff, ***we have the capacity to undertake several additional OPM engagements.***

In addition to these projects, Colliers is actively working with a lengthy list of public and private institutions through our planning & advisory and commissioning & energy services.

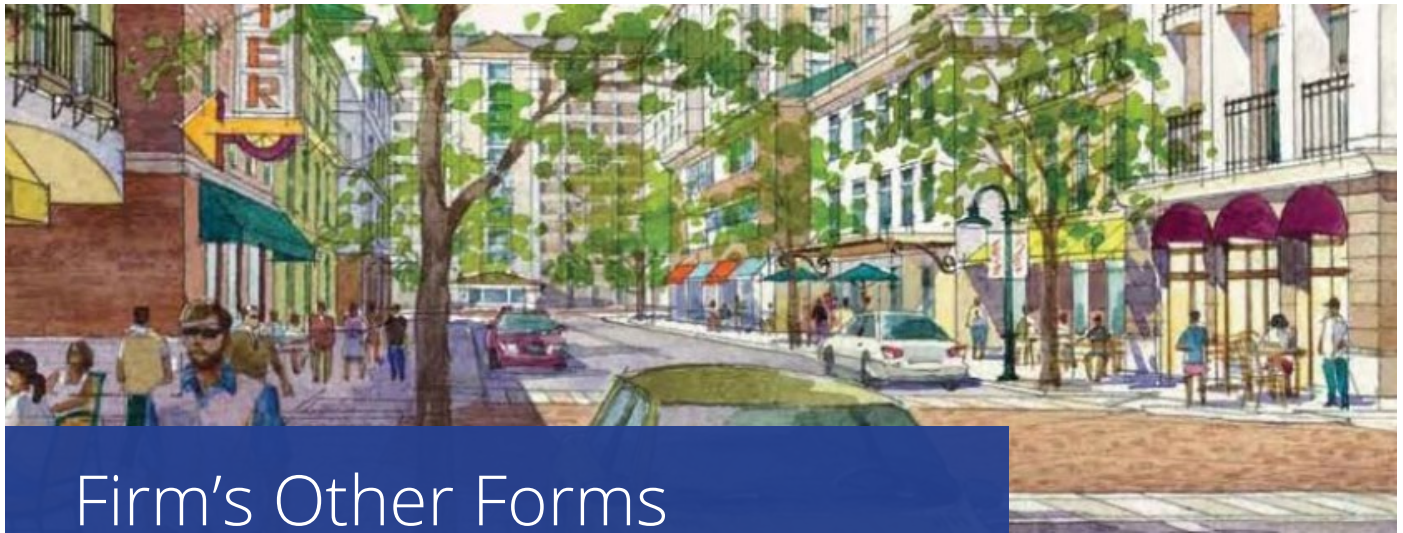
Current Workload			
Client & Project Name	Phase	Budget	Projected Services Completion
Adams' Greylock Glen Outdoor Center	Construction	\$8.3M	July 2023
Bethel's On-Call Capital Projects	TBD	TBD	TBD
Beverly's McPherson Youth Center	TBD	TBD	TBD
Fair Haven Community Health Clinic, Inc. – Campus Expansion	Design	\$35M	September 2024
Fitchburg Police Station	Planning	\$3.5M	Spring 2024
I-195 Redevelopment	Design	TBD	TBD
Lake Wales Park Avenue / Marketplace Streetscape	Construction	\$12M	August 2024
Maine Maritime Academy – Waterfront Redevelopment	Design	\$40M	August 2024
Ocean County Library, Stafford Branch	Bidding	\$9.65M	2025
Rhode Island State Police Southern Barracks	Design	\$28.1M	June 2023
Scarsdale Country Club – Tennis Bubble	Design	TBD	June 2023
Union City, NJ – Multiple Projects	Construction	Various	December 2023
Warren's New Pavilion	Design	\$2M	June 2023
Worcester Regional Chamber of Commerce – Regional Food Hub	Design	\$5M	December 2023
Worcester's South Division Firehouse & Emergency Communication Facility	Pre-Design	\$28M	December 2025

Firm's Hourly Rates

Colliers has reviewed the City of Ocoee's Request for Proposals for owner's representative services for the Continuing Owner's Representative Projects and we are pleased to provide below our hourly rate schedule based on our understanding of the City's needs and expectations as well as our experience in providing similar services for cities and towns throughout the nation.

2023 Hourly Rates	
Category	Hourly Rate
Managing Director	\$350
Senior Director	\$285
Director	\$260
Associate Director	\$220
Senior Project Manager	\$210
Project Manager	\$175
Assistant Project Manager	\$150
Senior Construction Representative	\$185
Construction Representative	\$170
Financial & Analytical Support	\$145

Note: Hourly rates do not include reimbursable expense such as mileage, tolls, parking, and sustenance. Escalation of hourly rates is 4% per year.



Colliers is pleased to provide on the following pages the required forms and statements listed below as requested in the City of Ocoee's Request for Proposals:

- Conflict of Interest Disclosure Form
- Company Information/Signature Sheet
- Non-Collusion Affidavit
- Drug-Free Workplace Certification
- Sworn Statement on Public Entity Crimes
- Certification of Non-Segregated Facilities
- Certification Regarding Scrutinized Companies Lists
- Certification of Nondiscriminatory Labor Practices
- Byrd Anti-Lobbying Amendment Certification
- Summary of Litigation/Acknowledgement of Addenda



EXHIBIT "B"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

Indicate by check mark 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:

Colliers Project Leaders USA NE, LLC

Firm Name

Signature

Jonathan F. Winikur, Division Director

Name and Title (Print or Type)

March 6, 2023

Date

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFP #23-005

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.

Colliers Project Leaders USA NE, LLC
COMPANY NAME

(844) 727-0055

TELEPHONE (INCLUDE AREA CODE)

ken.guyette@collierseng.com (contact person)

E-MAIL ADDRESS


AUTHORIZED SIGNATURE (manual)

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

Jonathan F. Winikur, Division Director
NAME/TITLE (PLEASE PRINT)

135 New Road

STREET ADDRESS

Madison, CT 06443

CITY STATE ZIP

FEDERAL ID # 06-1468602

Individual Corporation Partnership Other (Specify) Limited Liability Company (LLC)

STATE OF Connecticut

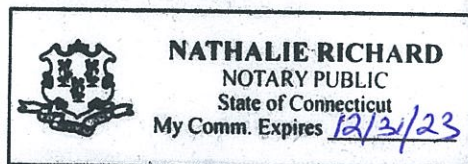
COUNTY OF New Haven

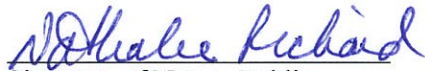
Sworn to and subscribed before me this 6th day of March, 2023.

Personally Known ☒ or

Produced Identification _____

(Type of Identification)




Signature of Notary Public

Nathalie RICHARD
Printed, typed or stamped
Commissioned name of Notary Public

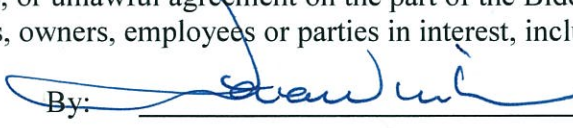
EXHIBIT "D"
NON-COLLUSION AFFIDAVIT

STATE OF Connecticut)

COUNTY OF New Haven)

Jonathan F. Winikur, being first duly sworn deposes and says:

1. He (it) is the Representative
(Owner, Partner, Office, Representative or Agent)
of Colliers Project Leaders USA NE, LLC, the Bidder that has submitted
the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees, or parties in interest, including this affidavit, have in any way, colluded,
conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person
to submit a collusive or sham Bid in connection with the Contract for which the attached
Bid has been submitted; or to refrains from bidding in connection with such Contract; or
have in any manner, directly or indirectly, sought by agreement or collusion, or
communication, or conference with any Bidder, firm, or person to fix the price or prices in
the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of
the Bid price or the Bid price in any other Bidder, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any
person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any
other of its agents, representatives, owners, employees or parties in interest, including this
affidavit.

By: 

Title: Division Director

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or
☐ online notarization, this 6th day of March, 2023, by Nathalie Richard
in the state of Connecticut County of New Haven.

Nathalie Richard
Notary Public
My Commission Expires: Dec 31, 2023

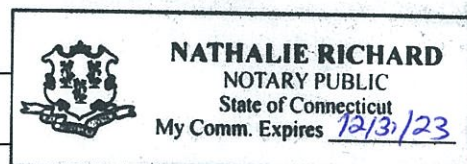


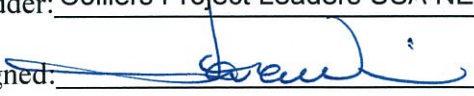
EXHIBIT "E"
DRUG-FREE WORKPLACE CERTIFICATION

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: Colliers Project Leaders USA NE, LLC

Signed: 

By: Jonathan F. Winikur
(Print or Type Name)

Title: Division Director

Date: March 6, 2023

EXHIBIT "F"
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 Colliers Project Leaders USA NE, LLC (Entity)
by Jonathan F. Winikur, Division Director
(Print individual's Name & Title)

whose business address is 1101 North Lake Destiny Road, Suite 415

Maitland, FL 32751

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 FOR ONE YEAR FROM THE DATE OF EXECUTION. 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: March 6, 2023

Colliers Project Leaders USA NE, LLC

Name of Bidder (Contractor)

STATE OF Connecticut

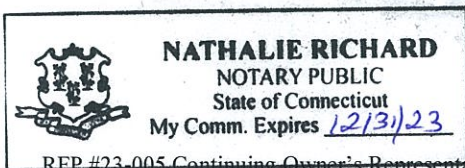
COUNTY OF New Haven

PERSONALLY APPEARED BEFORE ME, the undersigned authority, by means of ☒ physical presence or ☐ online notarization,

Jonathan Winikur who, after first being sworn by me,
(Name of Individual Signing)

affixed his/her signature in the place provided above on this 6th day of

March, 2023



Notary Public Nathalie Richard

My Commission Expires: Dec 31, 2023

EXHIBIT "G"
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 March 6, 2023.

By: Jonathan F. Winikur

Division Director

(Title)

Official Address (including Zip Code):

1101 North Lake Destiny Road, Suite 415, Maitland, FL 32751

EXHIBIT "H"
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: Colliers Project Leaders USA NE, LLC

By: 
(Authorized Signature)

Title: Division Director

Date: March 6, 2023

EXHIBIT "I"
CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee for RFP 23-005

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.

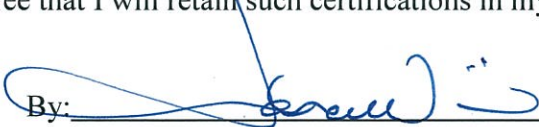
I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (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 March 6, 2023.

By: 

(Signature of Authorized Official)

Colliers Project Leaders USA NE, LLC

(Name of Construction Contractor or Subcontractor)

1101 North Lake Destiny Road, Suite 415, Maitland, FL 32751

(Address of Construction Contractor or Subcontractor)

(844) 727-0055

(Telephone Number)

06-1468602

(Employer Identification No.)

EXHIBIT "J"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] Colliers Project Leaders USA NE, 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] Colliers Project Leaders USA NE, 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

Jonathan F. Winikur, Division Director
Name and Title of Contractor's Authorized Official

March 6, 2023

Date

24. SUMMARY OF LITIGATION:

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

As a leading diversified professional services and investment management company, Colliers has had the type and scope of litigation of similarly situated global full-service providers. In addition, there have been no material legal or financial actions taken against the company or any of its officers/principals in the past five (5) years.

25. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. <u>01</u>	Dated <u>February 23, 2023</u>
No. <u>02</u>	Dated <u>March 2, 2023</u>
No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u>

END OF SECTION

Hopper, Shannon

From: Hopper, Shannon
Sent: Thursday, April 20, 2023 9:14 AM
To: Croteau, Jamie; Bolling, Jen; Corless, Ginger; Hopper, Trent; Eggerichs, Brandy
Subject: FW: RFP 23-005 Cont. Owner's Representative City/ARPA Projects

Evaluation Committee:

Please allow this email to serve to inform you that Colliers Project Leaders agrees to remove the 4% price escalation. See below emails.

Do not reply to all.

Thank you,
Shannon

Shannon Hopper
Purchasing Technician
City of Ocoee
1 N. Bluford Avenue
Ocoee, FL 34761

From: Ken Guyette <Ken.Guyette@collierseng.com>
Sent: Thursday, April 20, 2023 9:01 AM
To: Hopper, Shannon <SHopper@ocoe.org>
Subject: RE: RFP 23-005 Cont. Owner's Representative City/ARPA Projects

Good Morning Shannon,

We agree to remove the 4% fee escalation for the initial term as requested. We look forward to hearing from you.
Thank you!

Best Regards,

Kenneth J. Guyette, MCPPO

Geographic Discipline Leader | Project Leaders

Shareholder

ken.guyette@collierseng.com

Main: 813 582 4655 | Mobile: 860 234 3590

5471 West Waters Avenue | Tampa Florida 33634-1257



cplusa.com



A Division of Colliers International Group

DISCLAIMER This e-mail is confidential. It may also be legally privileged. If you are not the addressee you may not copy, forward, disclose or use any part of this email text or attachments. If you have received this message in error, please delete it and all copies from your system and notify the sender immediately by return e-mail. Internet communications cannot be guaranteed to be timely, secure, error or virus free. The sender does not accept liability for any errors or omissions. Any drawings, sketches, images, or data are to be understood as copyright protected.

From: Hopper, Shannon <SHopper@ocoe.org>
Sent: Wednesday, April 19, 2023 16:37
To: Ken Guyette <ken.guyette@collierseng.com>
Subject: RFP 23-005 Cont. Owner's Representative City/ARPA Projects
Importance: High

This message originated from outside your organization

Good afternoon, Ken:

Per our telephone conversation today, the Evaluation Committee voted during the public evaluation committee meeting to recommend Colliers Project Leaders as the alternate firm for award contingent on Colliers agreeing to remove the 4% escalation in its price. As stated on Page 4 of the RFP 23-005 bid documents, "The contract rates may be escalated upon renewal of the contract each year after the initial 3-year term. All escalation requests must be in writing and provided to the City one hundred twenty (120) days prior the end of the current term."

Please let me know if Colliers Project Leaders agrees to remove the 4% escalation in its price.

Thank you,
Shannon Hopper

Shannon Hopper

Purchasing Technician

City of Ocoee

1 N. Bluford Avenue

Ocoee, FL 34761

☎PH: 407-905-3100 x 1524

✉E-mail: shopper@ocoe.org

Website: <https://link.edgepilot.com/s/b9220be0/sVU1zXEa4USDyYhId1nWVw?u=http://www.ocoe.org/>

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.

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



Project Leaders

City of Ocoee

Owners Representative Services

April 17, 2023

Prepared by: Colliers Project Leaders

Accelerating success.

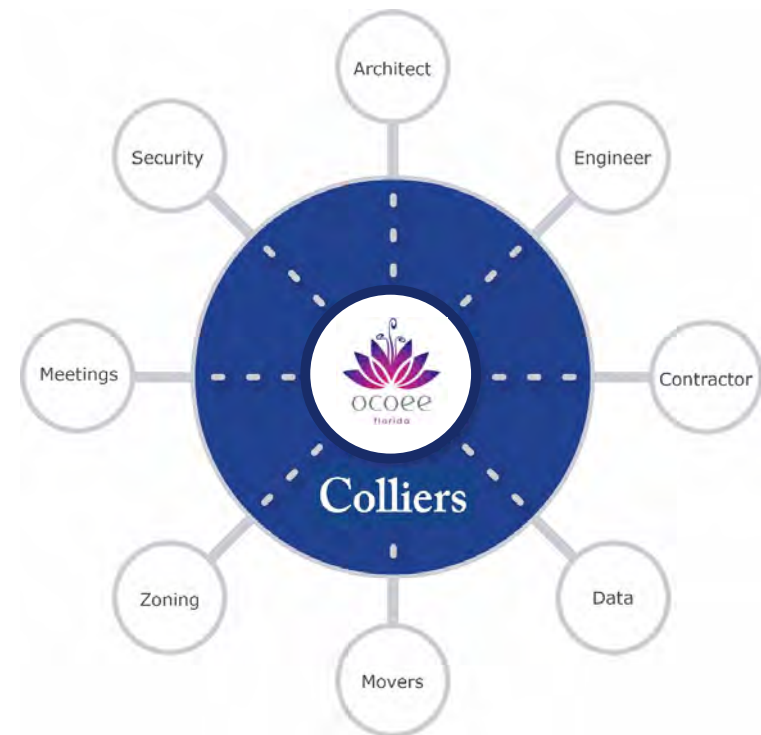
Owners Representation Services

Value of Colliers

Without Colliers



With Colliers



Owners Representative Services

Key Personnel



JOE NAUGHTON
Regional Manager



KEN GUYETTE
Senior Director / SPM
Main Point of Contact



STUART ROGERS PE, LEED AP
Senior Project Manager



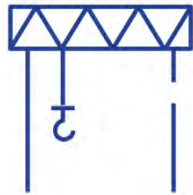
JIGNESH VYAS P.E.
Project Manager

Performance

Similar Experience



120+ PROJECT MANAGERS



\$7+ BILLION WORK UNDER MANAGEMENT



- FDOT I4 Ultimate Project, Seminole and Orange County, FL
- City of Sanford Riverwalk Project, Sanford, Seminole County, FL
- FDOT District Seven Tampa Construction, Tampa, Hillsborough County, FL
- Districtwide Hybrid Projects, FDOT District One, Bartow, Polk County, FL
- MGM Grand at Foxwoods, Mashantucket, CT
- Mashantucket Waste Water Treatment Plant Upgrades, Mashantucket, CT
- Mashantucket Sanitary Pump Station, Mashantucket, CT
- Mashantucket Waste Water Rapid Infiltration Beds, Mashantucket, CT

- Mashantucket 2M Gallon Water Tank, Mashantucket, CT
- Route 2 Bypass Sanitary Force Main, Mashantucket, CT
- **ARPA Funded Projects**
 - South Hadley Senior Center
 - Northfield Public Safety
 - Fitchburg's Wallace Library
 - City of Beverly McPherson Youth Center
 - Bristol City Hall

City of Ocoee Project Understanding

- \$14.2M Infrastructure Project and Administrative Costs.
- City's designated utilities projects to be funded through the American Rescue Plan Act. 1.
- Act as the Owner's (City's) agent
- Draft, negotiate, administer, coordinate, interpret, and otherwise manage the contractual obligations of the Owner.
- Draft, review, and/or approve the plans, specifications, and other contract documents for assigned capital projects.
- Coordinate the work of consultants and contractors with the appropriate City staff.
- Inspect the work for conformance with the approved plans.
- Secure and manage field investigation services, such as geotechnical engineering, in advance or during construction.
- Organize and provide all applicable historical records related to field tests, surveys, and other work conducted in advance of the contract's execution
- Negotiate change orders on behalf of the Owner.
- Identify properties that may be required to construct a project, such as real property acquisitions and construction easements.





Overview

Project Approach



Cost

Reduce Cost and Maximize
Value



Quality

Ensure Construction Quality



Schedule

Preserve the Project Schedule

Approach Design Phase



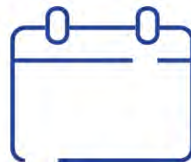
Financial/Budget Management

- Budget Confirmation
- Budget & Estimate Reconciliations
- Value Engineering
- Financial Tracking & Management



Bid Strategy Development/Quality Assurance

- Construction Logistics
- Design-Bid-Build vs CM @ Risk
- Manage Bidding Process
- Design Reviews (SD, DD & CD)



Schedule Management

- Create Project Schedule
- Create Milestone Schedule

Approach Construction Phase



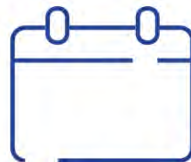
Financial/Budget Management

- Review all Contracts, Invoices & Change Orders
- Anticipate Potential Cost Exposures
- Provide Monthly Financial Reports



Quality Assurance

- Coordinate Construction with Building Committee
- Ongoing Punchlist and Corrections
- Commissioning Coordination & Oversight



Schedule Management

- Maintain Milestone Dates
- Critique Contractor Schedules
- Weekly Progress & Schedule Checks



Approach

Closeout Phase

- Punchlists
- Training
- O&M Manuals
- As-builts
- Final Commissioning Report
- Close Out Process

Web Based Project Management Platform

Colliers360



Real Time Project Data for Client Viewing – Dashboard

Manage Project Financials

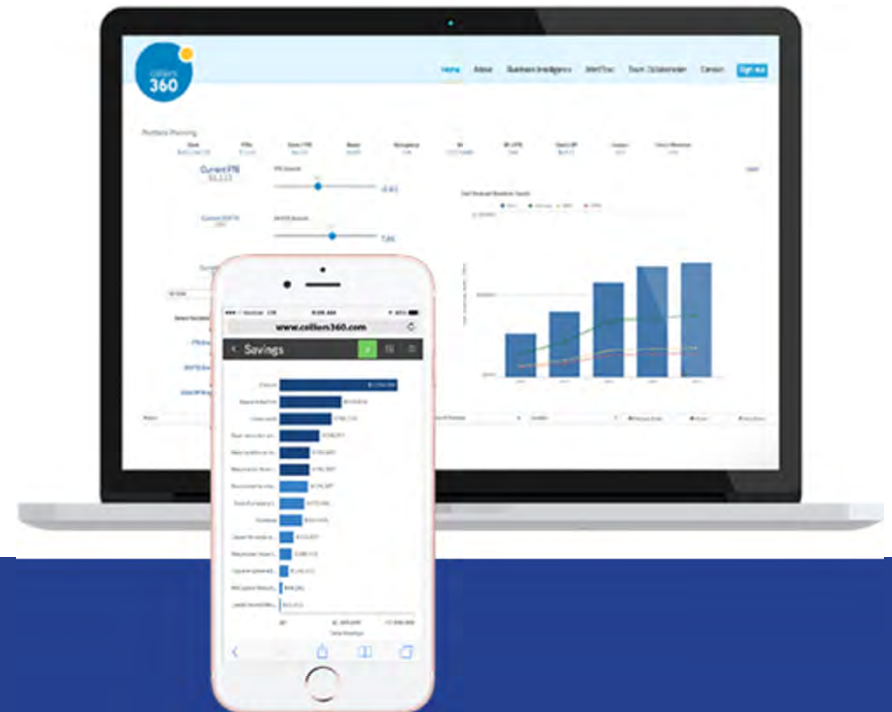
Manage Project Schedule

Document Storage Portal for Client Access

Manage Risks

Meeting Minutes; Daily Reports

Mobile-optimized Experience



Expertise The Colliers Advantage



Colliers Engineering & Design

Provide a baseline for land and building development by performing site and structure existing conditions surveys



In-House Subject Matter Expertise

Wide range of services and specialized expertise provided in-house throughout all phases of a project at no additional cost



Colliers Grants & Funding Team

- \$200M In Grants & Loans Obtained for over 75 Government Entities
- 25 Years of Experience



Proprietary Colliers360 Platform

Remain current on your project with access to real-time project data related to costs, schedule, and other priority items



Project Leaders

Thank you!

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Sub-Consultants, including Qualifications and Role
Successfully Completed Similar Services
Client References
Organizational Chart for Project Team
Current and Projected Workload
Project Approach

II. FIRM'S HOURLY RATES

III. FIRM'S OTHER FORMS

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Exhibit B - Conflict of Interest Disclosure Form
Exhibit C - Company Information and Signature Sheet
Exhibit D - Non-Collusion Affidavit
Exhibit E - Drug-Free Workplace Form
Exhibit F - Sworn Statement on Public Entity Crimes Form
Exhibit G - Certification of Non-segregated Facilities Form
Exhibit H - Certification Regarding Scrutinized Companies Lists Form
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Owner's Representative
Estimating / Scheduling
Value Engineering
Life Cycle Costing
LEED Consulting
Constructability Review
Cashflow Projections
Change Orders
Claims Analysis
Contract Administration
Commissioning
Construction Auditing
Information Technology
Database Development
Facilities Condition
Assessment
Program Management
Software Modules



158 Terra Mango Loop
Suite B

Orlando, FL 32835

Tel: 407.293.4168

Fax: 407.293.0944

Email: cmi@cminc.biz

Website: www.cminc.biz

Email: cmi@cminc.biz

07 March 2023

Ms. Joyce Tolbert

Procurement Manager

City of Ocoee, Purchasing Department

1 N. Bluford Ave

Ocoee, FL 34761

Dear Ms. Tolbert

City of Ocoee Request for Proposals (RFP) #23-005

**Continuing Owner's Representative for City Projects,
including Grant Funded ARPA Projects**

Dear Ms. Tolbert

Cost Management Inc. (d/b/a CMI) respectfully submits this RFP response to provide Owner's Representative services to the City of Ocoee. We acknowledge Addenda No.1 & 2.

Since 1995, CMI has evolved from cost estimating/scheduling to a full-fledged professional services firm that provides key Owner's Representative services that include **Program Management and Program Controls**. Our team also includes these key subconsultants – Hellinger Construction Services, Inc. and Strategic Force USA (SFUSA). **All firms in this team are owned by minorities. SFUSA is also a Veteran-owned firm.**

If the City agrees, we propose using the **IFM360 Program Management software**. This application will enable City staff to collaborate with the Owner's Representative, the Designer and the Contractor - from the projects' inception to completion, and maintenance of assets. It engages team members in task-oriented objectives and encapsulates all project related data (budget, schedule and documents) on a single platform, with all records being retained by the City after the projects' completion. It will track multiple Funding commitments and performance. Its key features include **Transparency & Accountability**; Checks & Balances; 100% Web-based with Scalable Cloud Storage; Cyber Security and Data Protection; Full Functionality of Desktop and iOS or Android Mobile Devices; Access to Real-time Information; Integrated Workflow; and Local Support.

As the President of CMI, I assure you of my commitment to dedicate experienced and qualified professionals to better serve the best interests of the City under this Contract.

Yours truly,

Cost Management Inc. dba CMI

Ganesh Jiawon, LEED AP, CGC, MRICS

President

I. FIRMS' QUALIFICATIONS -List of Key Employees / Project Team Members

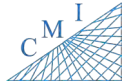
CMI Key Employees & Role		Qualifications
1.	Ganesh Jiawon Project Executive / Principal/ Program Manager	B.S. in Construction Management, Pratt Institute State of Florida, Certified General Contractor (CGC 1505217) Green Building Certification Institute, LEED Accredited Professional Member of Royal Institution of Chartered Quantity Surveyors (MRICS)
2.	Charles Hodge Project Manager	Certification in Construction Documents Technology, The Construction Specification Institute (CSI) Bachelor of Architecture, Andrews University, Michigan Minor, Auto Technology, Andrews University, Michigan Bachelor of Architectural/Engineering, Ir. Cesare Tersano, Middelbare Technische School (M.T.S.), Aruba Associates in Technical Drafting and Woodworking, Milton Peters College, (L.T.S.), St. Maarten PQ-7 Module 1 - Production Management Course PQ-7 Module 2 - Quality Control Management Course
3.	Scott Girdley Project Manager	Bachelor of Technology, University of North Florida LEED® AP -BD&C Certified OSHA 30-hour Construction Safety and Health Certification General Contractors License, Florida (inactive)
4.	Brian Gainous Project Manager	B.S. in Architectural / Construction Management (Minor in Civil Engineering) - Florida A&M University
5.	Danny Chadwick Chief Estimator	B.S in Construction Technology, Murray State University, KY LEED AP With BD + C Specialty State of Florida Certified General Contractor (inactive) American Society of Professional Estimators - Certified Professional Estimator & President of the Orlando Chapter 50 Charter Member
6.	Vidisha Persad Senior Estimator	Bachelor's in Business Management, University of Central Florida Member of American Society of Professional Estimators (ASPE)
7.	Nicholas Phillips Senior Mechanical Estimator	Orange County Boces Advanced Heating Service and Repair Weil Mclain Boiler Factory Certified / Muchkin Boiler Factory Certified Energy Kinetics Boiler Factory Certified
8.	Wayne Thompson Senior Electrical Estimator	Bachelor's in Electrical Engineering, University of Alabama, Birmingham
9.	William (Bill) Terry Design Manager	B.S. in Civil Engineering Technology MS in Engineering Continuing Education: Technical Writing, Project Management, Supervision of Personnel, Total Quality Management, Contract Negotiations, Claims Avoidance, CADD Management, Partnering and Numerous Other Training and Continuing Education Courses
10.	Somdat Jiawon Grants Manager	MBA in Accounting, Florida Metropolitan University BA in Accounting, City College of New York / York College
11.	George Gopie Technology Manager	Oracle Certified Professional (OCP) Database Administration. M.S. Information Technology, Strayer University (GPA 3.98). B Ed. Mathematics, University of Guyana. (GPA 3.95). Certificate in Computer Programming, Control Data Institute.
12.	Kevin Ballinger, M.A, B.A President / Project Manager	St Leo University - M.A. Degree in Criminal Justice/Emergency Management St Leo University - B.A Degree in Criminal Justice Columbia College - B.A. Degree in Business Administration
13.	Susan I. Hellinger, CGC President / Scheduler	B.S Degree in Engineering, Emphasis in Civil Engineering, UCF State of Florida Certified General Contractor (CGC).





GANESH JIAWON, MRICS, CGC, LEED AP
Project Executive/Principal

YEARS WITH CMI: 28



EDUCATION

- Diploma in Quantity Surveying (MRICS)
- B.S. Degree in Construction Management (Pratt Institute)
- Technician Diploma in Building and Civil Engineering

REGISTRATION

- Green Building Certification Institute, LEED AP
- State of Florida, CGC #1505217

PROFESSIONAL AFFILIATIONS

- Member of the Royal Institution of Chartered Surveyors, England

YEARS OF EXPERIENCE WITHIN AREA OF SPECIALITY: 43

AVAILABILITY: 40%

BACKGROUND AND SKILLS

Ganesh has applied the principles of Construction Management and Chartered Quantity Surveying towards the success of a long list of public projects and satisfied Owners. With the Chartered Quantity Surveying method of cost estimating, Ganesh can effectively evaluate schemes and strategies even before the Design has started. This will help the Owner understand the cost implications of major design decisions made early in the process. Thus, cost can be controlled with effective design-making on the global scale, rather than incremental shifts late in the process. Using Life Cycle Cost Analysis, he can objectively evaluate different schemes in terms of their long-term costs. He and key CMI staff members are familiar with a wide range of Cost Control techniques. His expertise also includes conceptual and detailed estimates, cash flow projections, value engineering, life cycle cost analysis, cost benefit analysis, bid evaluation and analysis, constructability review, market studies, and change order management.

Ganesh's training, combined with the thorough education and experience he gained with the RICS, has made him a suitable candidate who is qualified to advise the Owner on all aspects of cost control and contract administration, from a Project's inception to its completion. He advises the Owner on scope vs. budget, estimating updates, bid analysis and recommendations, form of contract and scope classifications, analysis of trade payment breakdown, examination and recommendation of Contractor's payment requests, and final close-out of the project. Ganesh's training and experience are also emphasized in document control, whereby minutes of meetings, status reports and other forms of communication flow smoothly among all the parties involved. In addition to nipping problems in the bud, responsible documentation and flow of communication will ultimately provide the Owner with a complete audit trail.

Representative project experience for Ganesh includes:

Orange County Utilities

- Barry Street Drainage Improvements
- East Regional Water Service Facility
- Lake Eve Pump Station
- Malcolm Road Water Supply Facility
- South Water Reclaimed Phase V Improvements
- SWRF Generator Building Roof Replacement
- SWRF Influent Pump Station Roof Replacement
- Vistana Water Supply Facility

Orange County Government

- Courthouse Smoke Control/ Fire Alarm System Upgrade
- Fleet Management Facility HVAC Replacement
- Sheriff Central Complex Phase II
- Horizon Bldg. Security Renovation
- Horizon West Regional Park – Phase 1

City of Kissimmee/ Osceola County

- Lake Front Park
- Pedestrian Bridge over John Young Parkway
- Oak Street Widening
- Public Works Sanitation Building A
- NRCS Ditch Restoration Projects
- Toho Water Authority Admin Building
- Osceola County Government Center

Orange County Convention Center

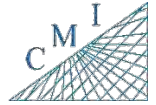
- Central Energy Plant Roof Replacement
- Facilities Condition Assessment
- HVAC Upgrades Phases 1 & 2
- N/S Building Access Control System Upgrade
- N/S Building Envelope Coating
- N/S Concourse Digital Wayfinding
- Phases III, IV and V Expansion
- Pedestrian Bridge
- Penthouse Chilled Water Valves
- West Building Fire Alarm System Upgrade



CHARLES K. HODGE, BA, CDT, AIA

Project Manager

YEARS WITH CMI: 3



EDUCATION

- Bachelor of Architecture, Andrews University, Michigan, 1995
- Minor, Auto Technology, Andrews University, Michigan, 1995
- Bachelor of Architectural/Engineering, Ir. Cesare Tersano, Middelbare Technische School (M.T.S.), Aruba, 1988
- Associates in Technical Drafting and Woodworking, Milton Peters College, (L.T.S.), St. Maarten, 1980

PROFESSIONAL AFFILIATIONS

- Certified, Construction Documents Technologist (CDT)
- Certified Member of CSI & Associate Member of AIA
- PQ-7 Module 1 - Production Management Course
- PQ-7 Module 2 – Quality Control Management Course
- Real Estate Class (preparing for the state examination)

YEARS OF EXPERIENCE WITHIN AREA OF SPECIALTY: 20

AVAILABILITY: 100%

BACKGROUND AND SKILLS

Charles is an accomplished Construction Project Manager. He has the proven ability to inspect and manage projects from inception through procurement and delivery of completed construction projects. Charles also has strong management and leadership skills, with an innate ability to motivate professionals and maximize higher levels of productivity. He has an aptitude for problem resolution and is an excellent communicator, where he places emphasis on building strong relationships: client, professional consultants', reviewers, and inspectors.

Charles was a part of the CMI, cost management project controls team, that has been providing cost estimating services on the South Terminal project at Orlando International Airport. With experience and background as an Architect, Project Manager, and Senior Estimator he was responsible for scope of change validation and merit, performing electronic takeoff and independent cost estimate, engaging with stakeholders for reconciliation and negotiation of change entitlement to contractors. He provided a robust and detail backup documentation to the estimates to expedite reconciliation and identify the problem area with mitigation strategies for resolution. He also has built and maintained current market labor rates and material cost list and assist in the setup of cost estimating software system and maintenance / troubleshooting of IT equipment's for the team.

Employed by Balfour Beatty Infrastructure Company US who held the contract for the construction of the expansion of the Waste Water Treatment in Curtis Bay, Maryland, in which Charles was one of the Project Engineers in overseeing the construction of the DNF, BAF, CCC, TPS, OPS and SPB buildings which afforded him indirect experience in manager the construction of the utility aspects of these building.

His project management includes an in-depth knowledge of inspecting wood/metal framing, masonry, concrete and steel construction. His Responsibilities included:

- Onscreen Takeoffs' and Cost Estimating
- Design and pre-construction estimates
- Appraisals, feasibility studies
- Design, construction documents preparation and review
- Direct client contact, Owner's Representative, liaison between Owner and Consultants'/code officials
- Cost analysis, scheduling, budgeting
- Putting projects out for bid, selecting bidders
- Requisition of contracts, Sub-contracts, Purchase Orders
- Amendments to Contracts and Purchase Orders
- Specifications and contract administration
- Procuring of contracted project materials and equipment.
- Maintaining project Schedule and scheduling of Subcontractor daily assigned activities ("superintendent")
- Maintaining and updating Submittal and RFI logs.
- Oversee Project Punch-list and sign-off for Owners Beneficial Occupancy/Owners Conditional Acceptance
- Attending pre-construction meetings and hosting or attending project progress meetings
- Preparation and submitting of Submittals and Request for Information (RFI's)

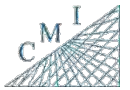
**SCOTT GIRDLEY**

Project Manager/ Senior Cost Estimator
Architectural/ Structural/ Civil

EDUCATION

- Bachelor of Technology, (Construction Management) University of North Florida, 1984

YEARS WITH CMI: 7

**REGISTRATION**

- LEED® AP -BD&C Certified
- OSHA 30-hour Construction Safety and Health Certification, 1997

YEARS OF EXPERIENCE WITHIN AREA OF SPECIALITY: 30+

AVAILABILITY: 100%

BACKGROUND AND SKILLS

Scott has over 30 years of experience in all phases of estimating from conceptual design to construction documents. His background has made him proficient in estimating, blueprint reading, contract negotiations, bid letting / packages, scheduling, budgeting, problem solving, and communicating with particular emphasis in computer software programs. During his career, Scott has worked with various A/E and CM Firms in Florida. His responsibilities with these firms included construction cost estimating from conceptual through construction documents, facility assessment, feasibility & constructability reviews, value engineering, cost analysis reports, scheduling, staff management, change order and contract negotiations, bid letting packages and budgeting.

Representative project experience for Scott includes:

- **Orange County Utilities, FL** - Scott works as a senior estimator pricing - storm water management projects - street paving upgrades/repair projects - wastewater treatment plants - water mains - sanitary sewer - traffic light - waste transfer facilities - lift stations. Provides legal claim support and presentations. Assists with evaluating scope of work - negotiating reasonable cost of work and evaluating submitted change requests for all active utility projects. Helped download and format all data from current project management software system as it is being discontinued. Projects range from \$14,000,000 to over \$56,000,000.

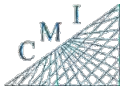
**BRIAN GAINOUS**

Project Manager

EDUCATION

- B.S. in Architectural / Construction Management (Minor in Civil Engineering) - Florida A&M University

YEARS WITH CMI: 14



YEARS OF EXPERIENCE WITHIN AREA OF SPECIALITY: 25+

AVAILABILITY: 40%

BACKGROUND AND SKILLS

Brian brings to the team over 25 years of experience as professional manager in the construction industry. His accomplishments include coordinating several phased construction sequences while users occupied the facilities with minimal disruption and successfully refined and implemented new projects and ideas. Since joining CMI, Brian has assisted in managing several projects at the Greater Orlando Aviation Authority (GOAA) and Orange County Public Schools (OCPS).

Brian also assisted with program management services to the City of Kissimmee on the NRCS Emergency Watershed Repairs to City Ditches. Our responsibilities included reviewing all contract documents, change orders and pay applications; assistance in preparing multiple Bid Packages; provided detailed construction schedule along with progress reports; and monitoring and tracking of Contractor's progress. A key component of the grant requirements required that all costs be tracked separately by funding source, by location of work. CMI prepared an elaborate interactive series of spreadsheets with conditional formatting and other advanced features to accomplish this and to ensure that funds are not co-mingled. This was well received by the USDA and the City.

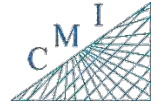
Representative project management experience for Brian includes:

- **Greater Orlando Aviation Authority (GOAA):** OAR (Owner Authorized Representative) for several new construction/ renovation projects consisting of mechanical, electrical, utility, life safety civil and architectural located at airside terminals, airfield, parking and tenant spaces.
- **Orange County Public Schools (OCPS):** Managed multiple Elementary & Middle Schools projects with aggressive schedules and budget constraints. Ensure consistent service across project from vendors, subs, to client's satisfactions per contractual agreement. Renovation projects consisted of Mechanical, BAS Controls Electrical, Plumbing, Life Safety and Architectural replacement and or upgrades for expired systems.



DANNY CHADWICK
Chief Cost Estimator
Architectural/ Structural/ Civil

YEARS WITH CMI: 6



EDUCATION

- Bachelor of Science in Construction Technology

REGISTRATION

- LEED AP With BD + C Specialty
- State of Florida Certified General Contractor (inactive)

PROFESSIONAL AFFILIATIONS

- American Society of Professional Estimators - Certified Professional Estimator & Southeast Regional Governor

YEARS OF EXPERIENCE WITHIN AREA OF SPECIALITY: 42

AVAILABILITY: 50%

BACKGROUND AND SKILLS

Danny is a Local Market Specialist and brings to the team over 40 years of experience in the construction industry, most of it in Orlando. He has proven his abilities in the management and estimating of new construction and renovations from concept to completion. He is proficient in construction document development and interpretation. In his career, Danny has handled budget developments (including Value Engineering and Life Cycle Cost Analysis) and implementation; constructability reviews; attended pre-bid meetings, organized subcontractors, and ensured cost-effective materials procurement; reviewed estimates for accuracy, negotiated subcontracts and material contracts in a professional manner. He analyzed Construction Managers and General Contractors schedule of values in budget control and scheduling quality control to maintain adherence to construction documents. Danny is a walking encyclopedia of unit costs, cost trends and firms in the local Central Florida market. He maintains an extensive database that is supplemented in his role as President of the local ASPE Chapter. He has prepared professional staffing requirements and field labor manpower needs based on project logistics, and schedule of values.

Representative project experience for Danny includes:

Orange County Utilities

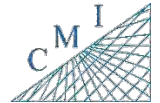
- Bay Hill & Orange Tree Reclaimed Water Booster Pump Station Improvements
- South Water Reclamation Facility, Phase V Improvements

- Southwest Water Reclamation Facility, Phase I
- Orange County Public Works Barry St. Drainage Improvement
- OCCC Central Receiving Doc Piping Modifications



VIDISHA PERSAD
Senior Cost Estimator
Architectural/ Structural/ Civil

YEARS WITH CMI: 26



EDUCATION

- Bachelor's Degree in Business Management (UCF)
- Associate of Arts Degree (Valencia College)

PROFESSIONAL AFFILIATIONS

- American Society of Professional Estimators (ASPE)

YEARS OF EXPERIENCE WITHIN AREA OF SPECIALITY: 26

AVAILABILITY: 100%

BACKGROUND AND SKILLS

Vidisha has over 20 years' experience as an Estimator and several years as a Scheduler as the need arose. She prepares quantity take-offs (QTO) and detailed breakdown and pricing for all Architectural, Structural and Civil Trades, reviews and coordinates QTO from the other disciplines for the completion of estimates from conceptual through Construction Documents phase. She has also developed a keen eye to spot inconsistencies in the drawings during a project's early design stages and to query the Designers for clarification. While as working as a cost estimator, Vidisha started learning and gaining scheduling knowledge by assisting Senior Schedulers on various scheduling tasks. She is now proficient in the following Scheduling software - Primavera (P6) and Microsoft Project. She has the capability of generating and creating activities in either software to create a schedule.

Representative project experience for Vidisha includes:

Orange County Utilities

- John Young Parkway Improvements Phase II
- Utility Operations Center East
- Bay Hill and Orange Tree Reclaimed Water Booster Pump Station Improvements
- SWRF Generator Building Roof Replacement

Orange County Government

- Barry Street Improvements
- Hazard Mitigation Grant Program
- Parks and Recreation Division- West Orange Trail Bridge Phases 3
- Horizon West Regional Park - Phase 1



WILLIAM "BILL" TERRY, P.E

Design Manager

YEARS WITH CMI: 19



EDUCATION

- M.S. Degree in Engineering Mechanical and Materials (Emphasis on Structural Engineering) / 1997, Southern Illinois University
- B.S Degree in Civil Engineering Technology, Southern Illinois University
- Professional Engineer (Florida, inactive)

YEARS OF EXPERIENCE WITHIN AREA OF SPECIALITY: 50

AVAILABILITY: 40%

BACKGROUND AND SKILLS

Bill began his career as a Civil Engineer in 1971 and became a specialist in Structural Engineering. With over 40 years of experience in the design and construction of new / renovated facilities and infrastructure, Bill has become known as a highly ethical professional with strong technical and management skills. He has a diverse background in Design and Project Management, on a variety of project types, including commercial, industrial, educational, and transportation. He can lead design activities, coordinate between disciplines, perform value engineering, provide quality and cost control oversight, review construction documents for constructability, develop project estimates and schedules, audit design and construction contracts for contract compliance, analyze claims for additional services, and provide expert testimony as needed.

Bill joined CMI in 2004. His initial assignments included auditing construction contracts, claims analysis and preparation for expert testimony (settlements were reached before going to court). From 2007 through 2011 he led CMI's Owner's Authorized Representative services at the Orlando International Airport (OIA). His responsibilities at OIA included coordination with Greater Orlando Aviation Authority (GOAA) Construction, GOAA Engineering, and the Engineers and Contractors, verifying the Contractor's compliance with the construction documents, which are accomplished through the inspection, surveying, materials testing, and construction safety services provided by CMI and our subconsultants. Bill is currently providing program management services at Orange County Public Schools (OCPS) which include Facilities Condition Assessment and project management for the Planning, Design and Construction of new and renovated school facilities. Bill possesses the specialized skills to provide claims analysis, auditing, facilities condition assessment and expert subject matter testimony.

Representative project experience for Bill includes:

Orange County Public Schools, Project Management Services, Orlando, Florida

Planning Manager: Responsible for developing and maintaining the facilities condition assessment (FCA) database. Using the database, forecasts when select systems and subsystems will reach the end of their useful life and should be considered for replacement. Based on the FCA database and input from stakeholders, develops proactive renewal projects to replace systems prior failure. Provides annual input to OMB for establishing Capital Renewal budgets and other renewal project budgets for the 10-year CIP. By using the FCA database and collaborating with maintenance, identifies a list of renewal projects each fiscal year, as supported by the long-range planning for renewal of systems.

City of Kissimmee, NRCS Emergency Watershed Repairs to City Ditches, Kissimmee, Florida

Project Manager: The City received Grant funding from the USDA to restore the drainage system that was damaged during a flood and was required to provide matching funds that can only be used for specific purposes. The work included removal of stormwater sediment, replacement of damaged drainage pipes and armoring the ditch bank slope with geotextile, rock riprap and concrete blockmats. CMI responsibilities included reviewing all contract documents, change orders and pay applications; assistance in preparing multiple Bid Packages; provided detailed construction schedule along with progress reports; and monitoring and tracking of Contractor's progress.

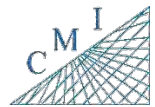
Greater Orlando Aviation Authority, Project Management Services, Orlando, Florida

Senior Project Manager: Responsible for overall management of the OAR team, attended weekly Airfield Closure meetings, and prepared interim and final grant compliance reporting along with the Authority's normal close-out documentation. Established regularly scheduled meetings with the Authority (and other parties) to ensure that all disciplines are proceeding in the same direction.



WAYNE THOMPSON
Senior Cost Estimator, Electrical

YEARS WITH CMI: 26



EDUCATION

- B.S in Electrical Engineering, University of Alabama Birmingham

YEARS OF EXPERIENCE WITHIN AREA OF SPECIALITY: 54

AVAILABILITY: 60%

BACKGROUND AND SKILLS

Wayne has over fifty years of experience in Electrical consulting and estimating. He was an Electrical Engineer with Southern Company Services and was responsible for the purchasing and delivery of all major equipment required for a four-unit fossil fueled electric generating plant. This required filling the needs of the construction site through a working liaison with the project design engineers and equipment suppliers. Wayne joined CMI in 1996. Since then, he has completed construction cost review and estimating for new construction and renovation projects, from conceptual design through completion of construction, on approximately 480 of CMI's projects. His responsibilities also include cost reconciliation meetings and interfacing with Electrical Design Consultants and end users to maximize the use of existing available resources and minimize the capital cost.

Representative project experience for Wayne Cost Estimating/ Change Management services includes:

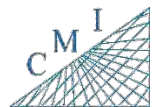
Orange County Utilities (OCU)

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| <ul style="list-style-type: none"> • East Regional Water Service Facility • EWRP Centrifuge Dewatering Improvements • Horizon West Town Center • Malcolm Road Water Supply Facility | <ul style="list-style-type: none"> • OCU - Operations Center East • OCU Lake Eve Pump Station • Orange County Barry Street Drainage Improvements • Orange County Convention Center – N/S Building Phase V Expansion |
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NICHOLAS PHILLIPS
Senior Cost Estimator, Mechanical

YEARS WITH CMI: 7



EDUCATION

- | | |
|---|--|
| <ul style="list-style-type: none"> • Orange County Boces Advanced Heating and Repair • Weil Mclain Boiler Factory Certified | <ul style="list-style-type: none"> • Muchkin Boiler Factory Certified • Energy Kinetics Boiler Factory Certified |
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PROFESSIONAL AFFILIATIONS

- Professional Construction Estimators Association Member /Past Vice President

YEARS OF EXPERIENCE WITHIN AREA OF SPECIALITY: 22

AVAILABILITY: 60%

BACKGROUND AND SKILLS

Nick's career in mechanical and refrigeration systems began at the age of sixteen, working for his father's Mechanical and Refrigeration Company. For over twenty years through the family business, he worked on Industrial, Food Service, Packaging, Food Distribution, Hospitality, Correctional, Laboratories and Healthcare facilities where he gained valuable experience in working on low temp glycol, propylene or brine systems, ammonia refrigeration, steam systems, heating hydronic, chilled water hydronic, electric heat, generator installation (Fuel oil LP or natural gas fired). Coming from the field of all types of installation and repair work, Nick's experience brings value to all types of projects. By using the latest software and the expertise learned, Nick successfully delivers on the preconstruction support he brought to the design team. Nick has experience with Quality control and field inspections, auditing and maximizing system potentials. Nick also enjoys working through challenges the construction market has to offer.

Representative project experience for Nick in Cost Estimating/ Change Management services includes:

Orange County Utilities

- SWWRP Phase 1
- Influent Pump Station Roof Replacement
- EWRP Phase V Improvements
- Utility Operations Center East

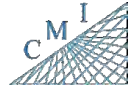
Orange County Convention Center

- Campus Dry Sprinkler System Replacement
- Penthouse Chilled Water Valves
- Food Service Renovations
- Meeting Rooms Renovation



SOMDAT JIAWAN, MBA, B.A
Grants Manager

YEARS WITH CMI: 2



EDUCATION

- MBA in Accounting, Florida Metropolitan University
- BA in Accounting, City College of New York / York College

YEARS OF EXPERIENCE WITHIN AREA OF SPECIALITY: 32

AVAILABILITY: 60%

BACKGROUND AND SKILLS

Somdat joined CMI in 2021. He brings to the team 22 years' experience as a Senior Project Manager and subsequently Manager (with the Greater Orlando Aviation Authority) for Programs with multiple funding sources. His responsibilities included regular interactions with Senior and other Management staff to review and arrive at amicable solutions to issues when these occurred; Managed staff and ensured proper and timely submission of monthly, bi-annual and annual, and Ad Hoc reports to all interested parties, including Florida Department of Transportation (FDOT) and Federal Department of Transportation (DOT); Utilized prescribed reporting forms and designed new forms to meet unusual funding requirements and other parameters; Undertook annual training and met with industry peers to adopt Best Practices.

Somdat also has ten (10) Years Cost Accounting experience with an International Construction Management firm preparing monthly cost reports, billing to Owners on all major projects (Orange County Courthouse, Miami Heat Arena and Various South Florida Condominiums) and timely submission of all required reports including funding and Small Business Participation.



GEORGE GOPIE, M.S
Technology Manager

YEARS WITH IFM360: 4.5



EDUCATION

- Oracle Certified Professional (OCP) Database Administration
- M.S. Information Technology, Strayer University (GPA 3.98)
- B Ed. Mathematics, University of Guyana. (GPA 3.95)
- Certificate in Computer Programming, Control Data Institute.

YEARS OF EXPERIENCE WITHIN AREA OF SPECIALITY: 50

AVAILABILITY: 60%

BACKGROUND AND SKILLS

George has over forty-five years of experience in IT infrastructure and Management Skills. He gained valuable experience while working at INTEGRATION LAB with PMILOGS for the US Army at Ft. Lee, specializing in Sql Server and Oracle databases administration with special considerations for performance tuning, security, high availability, replication, and many advanced concepts of Sql Server. He has developed dashboards for managers and supervisors and was a senior Technical Trainer on Databases and Software Development.

George has a high degree of expertise leveraging Sql Server 2008 R2 many advanced features to satisfy business requirements. He has developed powershell scripts for Windows 7 and database monitoring and his expertise includes configuring Sql Server replication, administer web-based applications, database administration on very large databases for Sql Server and Oracle. He understands ORACLE and SQL SERVER 2000 and 2005, and 2008 installations and administration and has substantial knowledge and experience as Senior Unix System's Administrator especially in shell scripts. George is specialized in setting up Sql Server transactional replication using both snapshot and backup / restore methods, has proven ability to work in groups, and independently to accomplish set goals. His significant accomplishments include successful implementation of various vendors' products that use Oracle's and Sql Server databases, utilized Sql Server tool sets such as Profiler, Query Analyzer, etc. He has demonstrated ability to provide innovative solutions and make recommendations in solving problems, developed skills in utilizing several Oracle and other third-party tools such as Erwin, TOAD, etc., and utilized third party tools such as Idera SqlSafe Backup.

**KEVIN BALLINGER****YEARS WITH FIRM: 22**

President / Project Manager

**EDUCATION**

- M.S. Degree, St Leo University, Criminal Justice/ Emergency Management, 2009
- B.A Degree, St Leo University, Criminal Justice, 2007
- B.A. Columbia College, Business Administration, 1986

CERTIFICATIONS / TRAININGS/ PROFESSIONAL AFFILIATIONS

- Anti-Terrorist Officer
- Top Secret Manager
- Chair of Trustees for Shiloh Baptist Church
- Military Officers Associations
- Florida Schools Business Official
- Professionals in Emergency Management
- Developing emergency plans for Schools, Corporations, and Governments
- Foreign Country Liaison Official

YEARS OF EXPERIENCE WITHIN AREA OF SPECIALITY: 38**AVAILABILITY: 40%****BACKGROUND AND SKILLS**

Kevin Ballinger is the president of Strategic Force USA Inc. (SFUSA). He has successfully developed Safety and Security companies in the United States and abroad. He and his team employ consultants with impeccable skill sets to get the job done. His results are without question above and beyond expectations. Lieutenant Commander Ballinger is a retired Veteran and considered to be a National Security professional. He has led Top Secret projects for more than 20 years. He served in Key positions to lead the U.S. Navy in several missions to maintain safety and security in this country and abroad. His performance as Anti-terrorist Officer for the east coast of the United States assured secret operations were flawlessly executed.

Representative project experience for Kevin includes:

Orange County Public Schools – Department Head / Senior Manager (2012-2017)

- Conducted an assessed the Security Operations Division to assess areas of emergency management, professional development and training of staff, equipment usage, cyber and Emergency Command and Control Center operations; Developed and published a Request for Proposal (RFP) to improve and integrate the OCPS Command and Control Center's communications and electronic security; Revised Standard Operating Procedures in functional areas of the Security Operations Division; Developed training programs and standards that had not existed for more than 10 years.

**SUSAN HELLINGER, CGC****YEARS WITH FIRM: 31**

Scheduler /Project Controller

**EDUCATION****REGISTRATION**

- B.S. Degree in Engineering with Emphasis in Civil - University of Central Florida (1984)
- State of Florida, CGC # 040500

YEARS OF EXPERIENCE WITHIN AREA OF SPECIALITY: 38**AVAILABILITY: 40%****BACKGROUND AND SKILLS**

Susan is the principal of Hellinger Construction Services Inc. (HCSI) since April 1991 and is the 3rd generation to be in the construction industry. Her father was a civil engineer/surveyor and her grandfather a surveyor. She is licensed as a General Contractor in the State of Florida since 1987. Susan established the firm and provided CPM scheduling, estimating and project management services for owners, construction managers, general contractors, architects/engineers and subcontractors. HCSI and CMI have been working together since 1999 and though the years, the two firms have built a long-lasting working relationship. Susan will work closely with CMI in the preparation of Design Phase Schedules and Construction Schedules in Primavera. She will also analyze and perform estimating and resource loading on the Schedules if issues such as extension of time, claim for delay damages, etc. arise.

Representative project experience for Susan includes:

Orange County Public Schools

- Apopka Elementary School / \$15.7M / 88746 sf
- Cypress Creek High School / \$58.9M / 350,000 sf
- Site 21-M-E-2 (Avalon Park Area Middle School) / \$39.5M/ 17,5879 sf
- Dr. Phillips High School / \$66.6M / 388,864 sf
- Site 2-K8-E-1 (Wedgfield Area K8 School) / \$35.7M / 137,902 sf
- Site 81-E-SW-5 (Millenia Area Elementary School) / \$17.3M / 88,482 sf

Firm and Key Employees / Project Team Certifications and Licenses

COST MANAGEMENT INC dba CMI

State of Florida
Department of State

I certify from the records of this office that COST MANAGEMENT INC. is a corporation organized under the laws of the State of Florida, filed on March 30, 1995.

The document number of this corporation is P95000026535.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 30, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of January, 2023



[Signature]
Secretary of State

Tracking Number: 1576580115CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sunbiz.org/Filing/CertificateOfStatus/CertificateAuthentication>

State of Florida
Department of State

I certify from the records of this office that CMI is a Fictitious Name registered with the Department of State on April 30, 2004.

The Registration Number of this Fictitious Name is G04121900101.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on August 3, 2020, and expires on December 31, 2025.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fourth day of August, 2020



[Signature]
Secretary of State

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

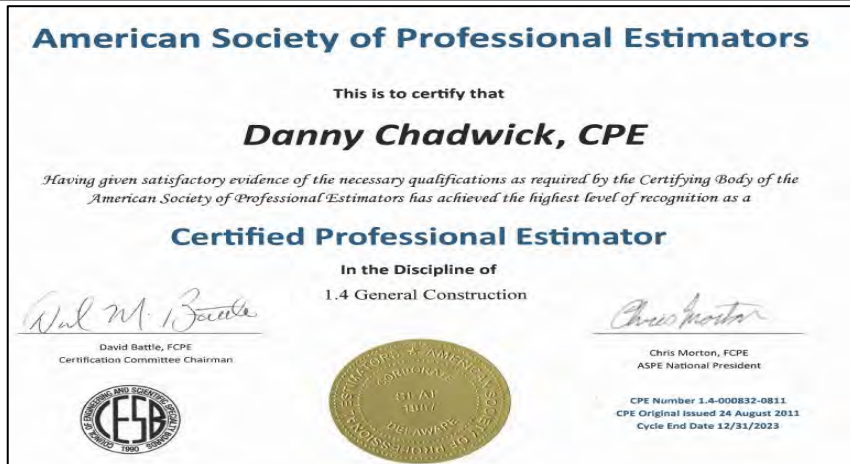
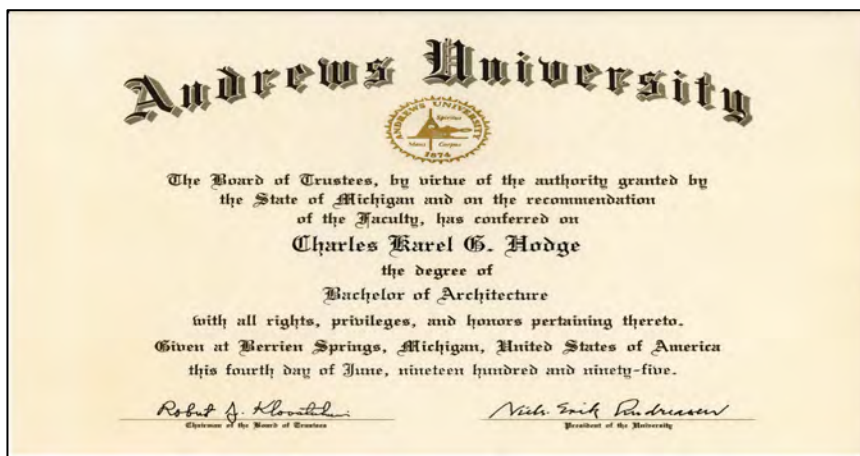
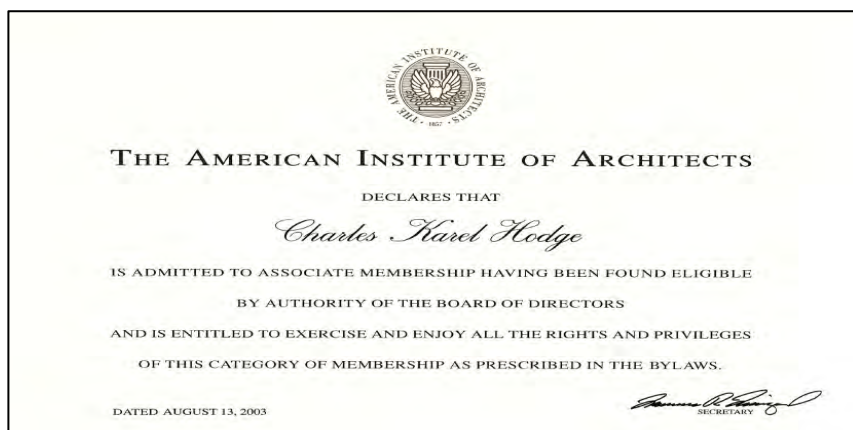
JIAWON, GANESH PERSAUD
COST MANAGEMENT INC
158 TERRA MANGO LOOP
SUITE B
ORLANDO FL 32835

LICENSE NUMBER: CGC1505217
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com



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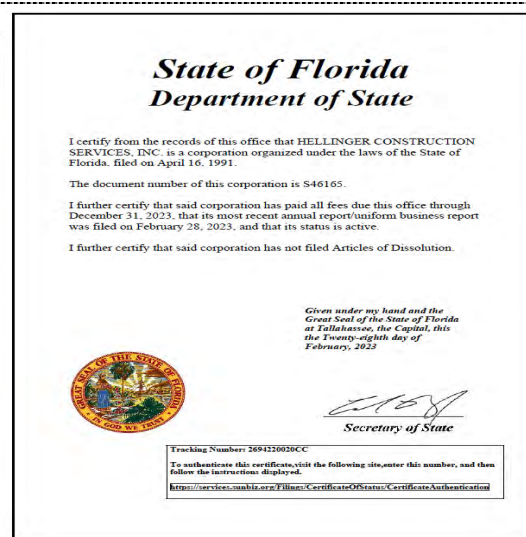
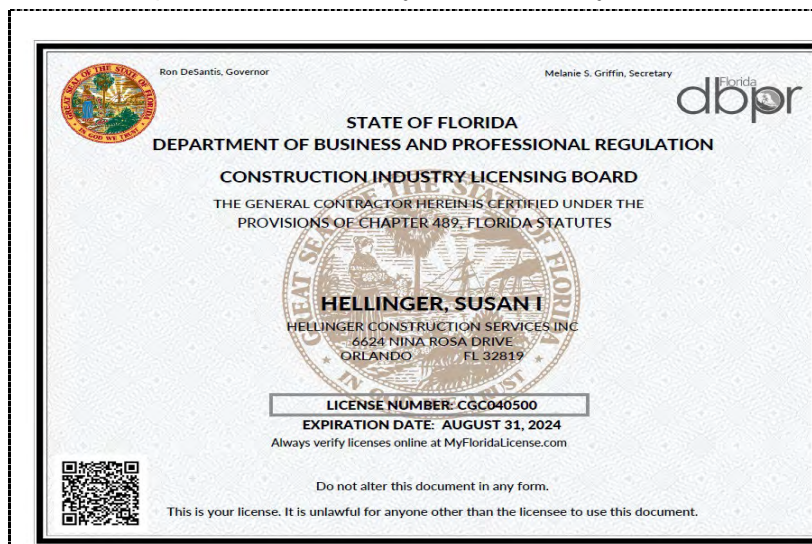


Subcontractors In the CMI Team**Strategic Force USA (SFUSA)**

After serving 22 years in the military Ballinger moved on to own and operate his own successful company, **Strategic Force USA Inc.** The firm is a diversified Service-Disabled Veteran Owned Small Business SDVOSB, that will provide Project Management Services. As a Senior Executive Official with the United States Government and Corporate organizations, Kevin possesses the highest degree of integrity supported by exemplary evaluations and recognitions. He served as Lieutenant Commander, leading the U.S. Navy in several missions to maintain safety and security in the US and abroad. Kevin most recently worked for the 8th largest school district in the US, as the department head for a 1,200-personnel department, an operating budget of over \$50M, across 250 locations district-wide.

**Hellinger Construction Services, Inc.(HCSI)**

HCSI is a MWBE firm specializes in Scheduling services. Susan Hellinger is a State of Florida, Certified General Contractor (CGC 040500) and will be responsible for creating, maintaining / updating, and analyzing schedules to report results and / or forecast project timelines; analyze A/E, CM & GC schedules for conformance and report any challenges encountered so issues are resolved to minimize time impacts to the projects. The principals of **HCSI and CMI have worked together since 1993**. These are tested and proven relationships that will ultimately benefit the City and the local community.



Firm's other current or recently successfully completed similar services within the past three (3) years with other public or private agencies which illustrates the experience of the firm.

Project Name

1. Orange County Convention Center (OCCC) –Cost Estimating, Scheduling and Project Management Services for Various Projects

Client

Orange County Convention Center (OCCC)

Scope of Services

Under our continuing Program Management contract, CMI provides project management, cost estimating, scheduling, constructability review and technical research services.

To satisfy procurement rules, OCCC provides the construction value of the projects when it issues a Request for Qualifications or an Invitation to Bid. OCCC typically engages CMI to prepare a Scope Validation estimate for this purpose. This approach helps OCCC to test a previously established budget or set a new one. It also accounts for price fluctuations that have occurred since the original budget was established or last adjusted. Since there isn't any design as yet, we accomplish this with the help of site visits, stakeholder meetings and any existing documents. During the Design Phase, CMI continues to monitor the budget with periodic estimates at key milestones.

CMI also provides OCCC with a Constructability Review of the documents during the Bid Phase. This is from the perspective of estimators and project managers who look for conflicts or missing information that may end up being change order requests during Construction. The items are issued in a Bid Addendum so that OCCC will receive competitive pricing. Sometimes, CMI is called upon to help explain discrepancies in prices among bids received or between the low bid and the estimate.

The OCCC staff routinely engages CMI for review of Change Order requests to validate or contest proposed labor, material and equipment values and potential schedule impacts. CMI's ensuing documents facilitate staff in negotiating equitable final change order costs or credits.

Projects at OCCC range in construction values from less than \$100K to more than \$500M. CMI has provided Project Management support to help balance the workload of OCCC staff. Our continuous Owner's Representative services - evaluating, estimating and negotiating with Contractors – maintain cost control and provide progress schedule analysis. In addition, CMI currently provides onsite project management staff on various projects.

OCCC routinely engages CMI from a project's inception to completion, to assist with project controls. These project controls services that CMI provides to OCCC will be relevant to any project – horizontal, vertical, utility, waterways, renovation, etc.

Project Name

2. Orange County Public Schools – Project Controls / Project Management Services

Client

Orange County Public Schools (OCPS)

Scope of Services

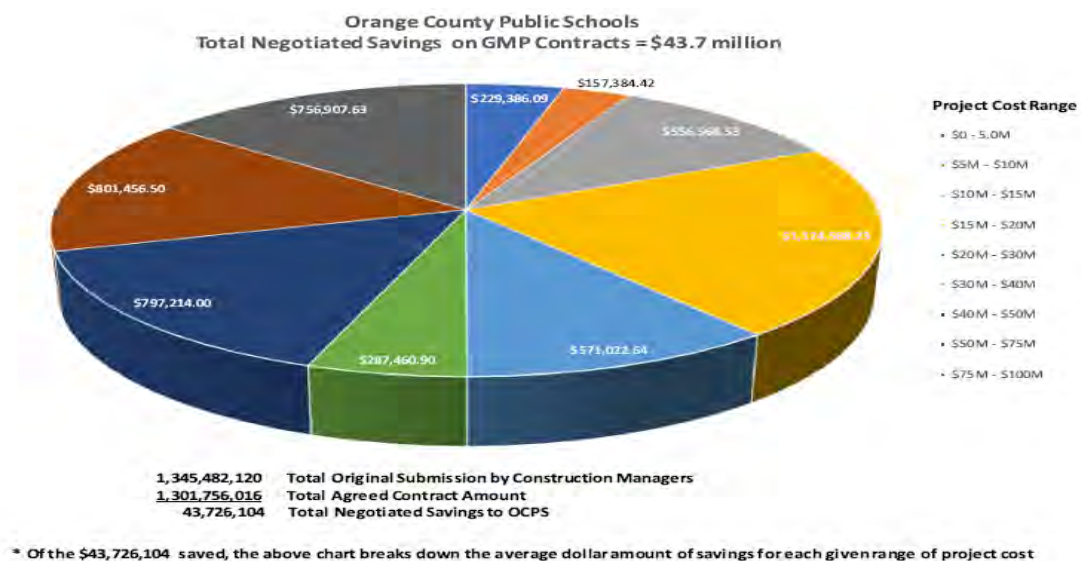
CMI provides OCPS with Program Management services for their \$3B, ten-year program. The OCPS Facilities program consists of all aspects of Planning, Design and Construction of projects, on all existing and proposed campuses within the District.

New school projects, comprehensive renovation projects and large immediate needs projects are procured via the Construction Management at Risk (CM@R) process. Generally, the Hard Bid method is being utilized on projects with a value between \$200,000 and \$1,000,000. Continuing General Contracting Services are used for smaller Capital Renewal and District Wide projects with an estimated construction value of \$200,000 or less.

CMI provides OCPS with planning & design management support via extension of staff during the Project Design and Permitting and the Pre-Construction project phases. Similarly, CMI provides construction project management support during the Construction and Project Close Out phases. Additional specialty services include project controls, database development & maintenance, facilities condition assessment, and maintenance project management.

CMI is involved in almost all OCPS Facilities project in some capacity. Throughout the life of a project, our planners and project managers collaborate regularly with OCPS departments such as Real Estate, Legal, Finance, Transportation, etc. As Program Manager, CMI routinely represents OCPS Facilities before jurisdictional agencies such as Orange County Government, local Cities and Towns, FDEP, FDOT and Water Management Districts. CMI also assists OCPS with managing its grant-funded projects.

The following chart shows negotiated savings of \$43 Million to the Owner.



*Project Name***3. Greater Orlando Aviation Authority – Program Management Services***Client*

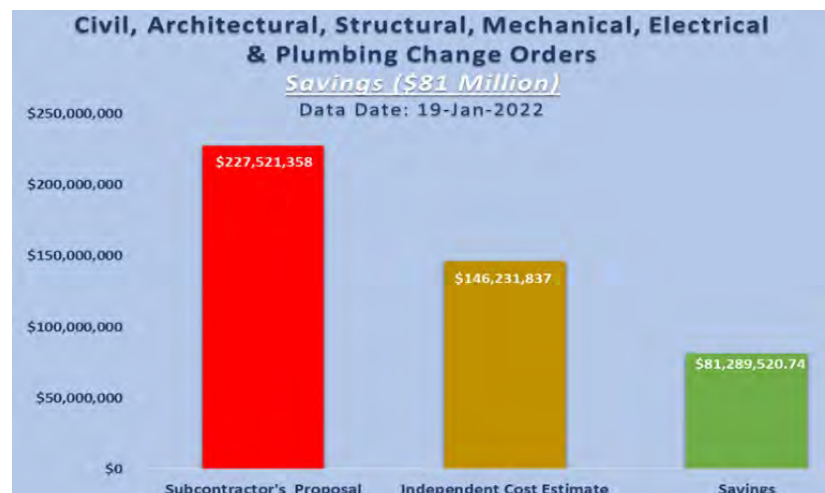
Greater Orlando Aviation Authority

Scope of Services

Under our Contract for Continuing Program and Project Management Services, CMI worked as an extension of GOAA's staff, providing a range of on-site project management services. Primary CMI responsibilities involved project management, field inspection, cost estimating, scheduling, and change order management. CMI also provided safety managers who monitored multiple construction zones to ensure compliance with safe work practices and governmental regulations.

CMI worked on the Phase 1 of the new South Terminal C Project. Our responsibilities included testing and tracking the budget from Concept through Design Phase (including Value Engineering) and coordinating 3rd party estimates and the requirements of the Owner's project management and executive team. The project was fast-tracked and awarded to two Construction Management at Risk (CMAR) firms, with multiple Trade Contractor Bid Packages. CMI was responsible for preparing detailed material take-offs and building up unit rates (based on historical data and means & methods) for estimates of hundreds of Change Order requests, to support negotiations with the CMAR firms. CMI reviewed and reconciled with the Trade Contractors' estimates before submission for GOAA's Construction Committee and Board for approval. This involved cohesive teamwork and strict coordination with the Design Team, Financial Management Consultant, Project Managers, and the Small Business Department.

CMI reviewed requested subcontractor labor rates included with change order proposals. The requested labor rates were tested against comparable regional rates for similar trades, job classifications, and scopes of work. When independent comparisons were not possible, subcontractors were required to submit individual employee records and payroll documentation substantiating actual rates paid. The proposed rates were tested against the contract terms for allowed escalation over the multi-year contract. Supporting wage rate documentation and recommendations to the Owner for change order negotiation were provided. CMI's involvement on the South Terminal C Project ensured that the Owner saved money on costly change orders, project budgets were met, and construction remained on schedule. The CMI Team saved GOAA approx. \$81 Million.



Project Name**4. Seminole State College – Program Management Services for Various Projects****Client**

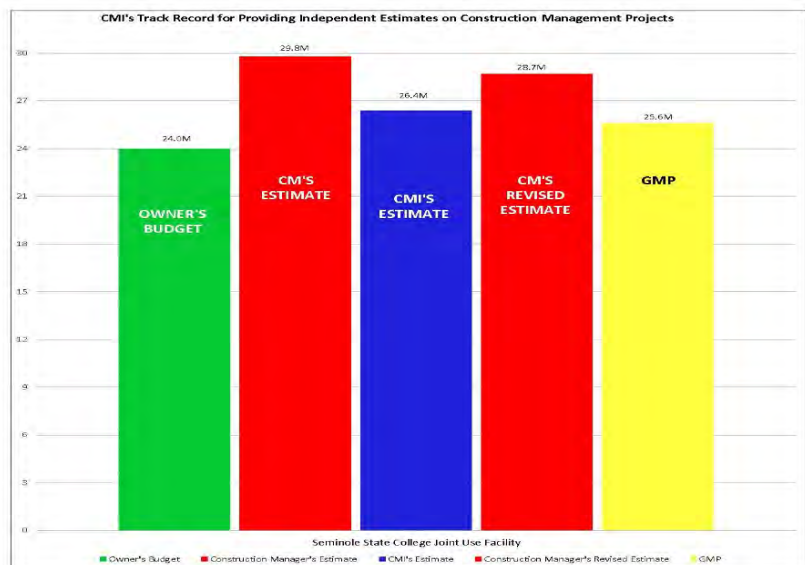
Seminole State College

Scope of Services

Seminole State College of Florida has **four campuses** located throughout Seminole County. Under a continuing services contract, SSC engaged CMI to assist with project management, cost estimating and scheduling services on various SSC projects.

In 2016, SSC engaged us to prepare a Feasibility Study of the existing Student Services building. The intent was to assist with developing conceptual ideas on options for continued use of this building or its replacement, prior to an Architect being engaged. Our team of estimators of all disciplines, many of whom are also Project Managers, brainstormed with SSC on possible solutions, all supported by **Cost Model Estimates**.

Subsequently, we were engaged under our continuing contract to analyze the Guaranteed Maximum Price (GMP) submitted by the Construction Manager. This entailed a detailed **analysis of all Trades and the CM's General Conditions**. This task was accomplished at a time of increasing construction activity in Central Florida with few responses from Bidders. Instead of receiving the entire GMP package, the CM issued in parts while the Architect was still designing. We drew the CM's attention to the Trades that were deficient in coverages, or needed scope clarifications, or required competitive Bids instead of being GMP allowances, etc. The graph shown is the Partnership Building project where we prepared a GMP reconciliation for SSC.



In addition, CMI was contracted to provide **Project Management** Services on several of their new and renovation construction projects. With respect to the project management tasks, SSC needed support on several projects, none of which had enough funding to support a full-time project manager. We overcame this issue by identifying projects which were in the same vicinity and could be managed by one floating project manager. CMI's project management duties entailed site walks to inspect progress and work, review of all project documents including drawings, specifications, construction schedules, etc., regular update meetings with the Owner, review change orders / payment status reports / cashflow diagrams / costs status reports / Owner's Direct Purchase Program / etc.

Client References

Organization Name	Contact Person	Tel Numbers	Email Address
Greater Orlando Aviation Authority	Mr. Scott Shedek Director of Construction	(407) 825-2465 (407) 750-0971 (C)	scott.shedek@goaa.org
Orange County Public Schools	Mr. Fazlur Ali, Senior Facilities Director Construction Planning	(407) 317-3700 ext. 2025095 (O) (407) 637-6201 (C)	Fazlur.Ali@ocps.net
Orange County Convention Center	Ms. Crystal Mudd Manager	(407) 685-5704 (O) (407) 509-3679 (C)	Crystal.Mudd@occc.net
Carollo	Mr. Dale Helms Senior Client Services Manager	(407) 377-2656 (O) (407) 247-2455 (C)	dhelms@carollo.com
Lake County Schools	Ms. Kelly Randall Supervisor of Growth Planning	(352) 253-6698 (O) (321) 217-3994 (C)	RandallK@lake.k12.fl.us

Excerpts from letters of references

- “Cost Management, Inc., dba CMI, has provided outstanding support to the Greater Orlando Aviation Authority... as one of our continuing Program and Project Management Services consultants. These services have included staff extension, contract administration, construction inspection, estimating and scheduling.” “The firm has the characteristics which are essential to fulfilling your Program Management Services requirements.”

Greater Orlando Aviation Authority

- “The CMI on-site project managers have been an integral part of our staff and a fundamental factor in the successful implementation of the OCCC Capital Improvement Plan. Additionally, the scheduling and cost estimating consulting services provided by CMI have greatly enhanced our overall efficiency and effectiveness in successfully delivering projects.”

Orange County Convention Center

- “Over the 10 years, CMI has provided PM services and total project controls for three billion dollars in schools and ancillary building programs for Orange County Public Schools, Orlando, Florida, USA.” CMI has a professional and dedicated team that has experience in any facet of a project requiring their services.”

Orange County Public Schools

- “The CMI team has provided exceptional support on the many tasks issued to them and have responded to our needs with punctuality, accuracy and have shown the utmost professionalism. CMI's support has been instrumental in helping us to manage our very volatile periods and their support has been accurate and on point.”

AECOM Technical Services

Excerpts from letters of references continued:

- The dedication and professionalism that Ganesh Jiawon and his team bring to our projects make them a key part of our team and workflow. They provide an exceptional job on all scales of projects.” “CMI has a knowledgeable in-house team with experience in any facet of a project requiring their services.”

DLR Group

- “Greenberg Traurig has been referring CMI to our clients...and we have had absolutely no complaints from anyone about the quality of professionalism.” “The technical qualifications and credentials of CMI staff make them very effective Program Managers.”

Greenberg Traurig

- “CMI has been providing cost control services on our projects since 2008.” “They are instrumental in helping us to manage our budgets and our clients’ expectations, as early as in the programming phase.”

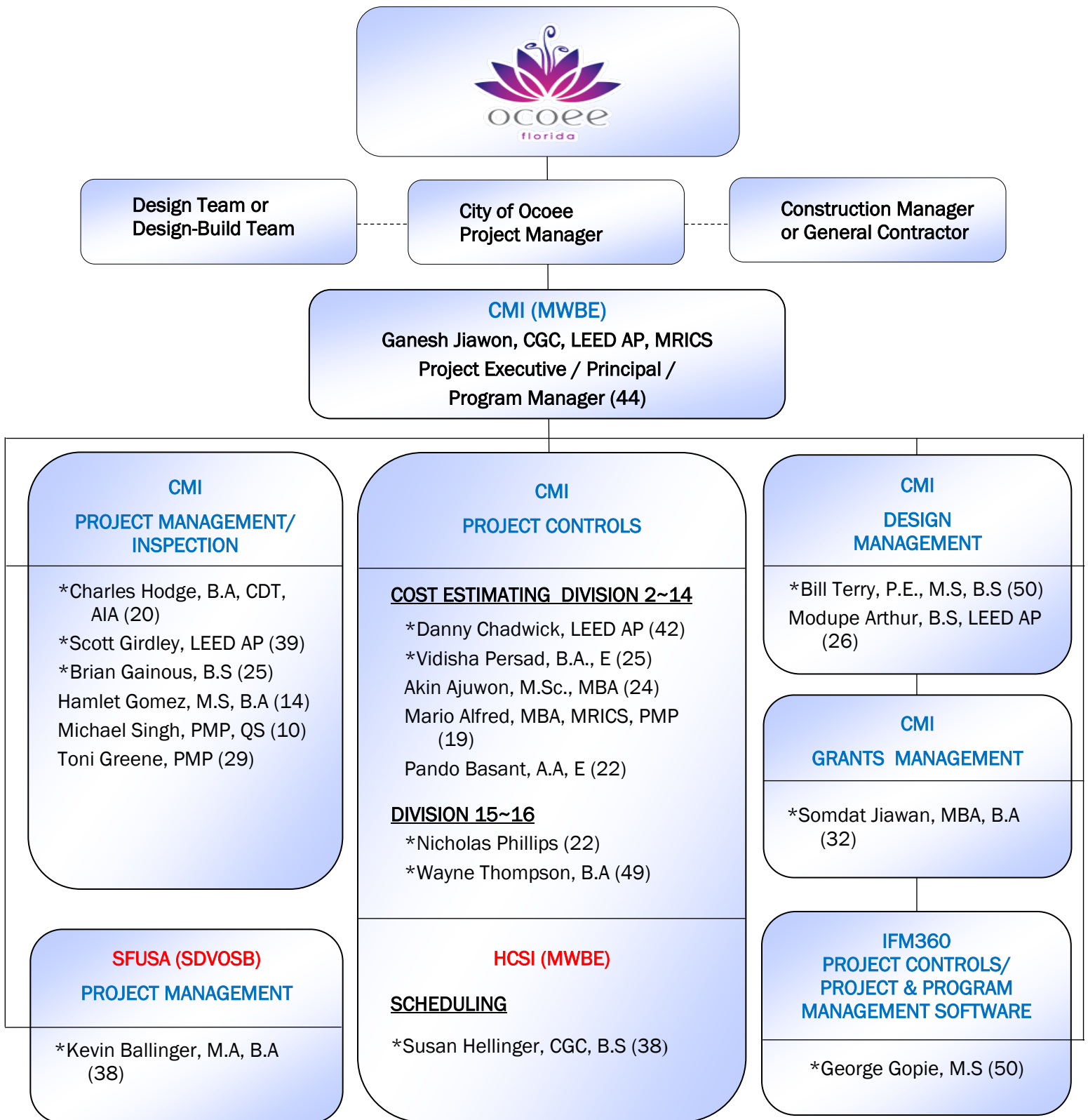
KMF Architects

- “Ganesh Jiawon and his professional team bring an unmatched level of collaborative dedication to our projects, making our partnership effortless; and thus, contribute significantly to the level of service and ultimate value to our clients.” “CMI’s in-house team brings comprehensive experience in all types of projects where their services are requested.”

Straughn Trout Architects, LLC

- “Ganesh and his team have been able to navigate the complex landscape of CMAR delivery and reconciling project scope and construction estimates that have preserved program and enhanced the final product.” “The CMI team leveraged their long-standing experience in the successful delivery of public sector projects, to identify and mitigate several cost control issues working with all the stakeholders for the project.” “CMI have a unique understanding of the marketplace and the construction industry.”

SLAM Collaborative



* Indicates Key Staff
Years of experience are shown in parenthesis.



Firm's Current and Projected Workload

Our team commits to perform all authorized tasks in a timely fashion. Current and projected workload shown below.

Project	Client Name	Project Dates		Construction \$ Value
		Commencement	Completion	
<i>Current Projects</i>				
Orlando International Airport Small Projects (OAR Services)	Greater Orlando Aviation Authority	10/01/22	09/30/2023	\$3.0M
Orange County Public Schools Project Controls	AECOM Technical Services	03/01/2023	02/29/2024	\$ 300M
Project Management / Technical Support Services, Various Projects	Orange County Convention Center	02/2023	02/2024	\$114.2M
Orlando Intl Airport, South Terminal C, Phase 1X Airside Concourse	AECOM Technical Services	12/2022	03/2023	\$257M
Orlando Intl Airport, South Terminal C, Phase I, Project & Change Management Services	Greater Orlando Aviation Authority	12/2022	6/2023	\$3.0B
Orange County Utilities SWSA SRF and Avalon Rd. MPS –Claims & CO	Carollo	06/2022	12/2023	\$18M
Orange County Utilities, SWRF Influent Pump Station, Project Controls	Carollo	06/2022	04/2023	\$25M
<i>Future Projects (In Design)</i>				
Ft. Lauderdale Airport - US-1 Tunnel Fire Detection System Upgrade	ACAI Associates Inc.	04/2023	09/2023	TBD
Ft. Lauderdale Airport – Cooling Tower Replacement	ACAI Associates Inc.	03/2024	04/2024	TBD
Ft. Lauderdale Airport – CCTV Enhancements	ACAI Associates Inc.	TBD	TBD	TBD
City of Orlando, Under I Park	AECOM Technical Services	TBD	TBD	TBD
City of Parkland, Wedge Preserve Park	CPH Inc.	07/2023	03/2024	TBD

APPROVED ARPA PROJECT LIST

CMI is currently a subconsultant in the Carollo Engineers, Inc. team for projects with Orange County Utilities (OCU) – Orange County Water, Wastewater and Reclaimed Facilities Program Management Contract. CMI has also provided relevant services under our Orange County Government contract directly for OCU. Of the ten approved projects in the list, we have had experience in all with different Owners.

Our active projects with Carollo Engineers, Inc. are:

- Southwest Regional Facility (SWRF) Phase V
- Southwest Service Area and Potable Water Storage and Re-pump Facility, and Avalon Road Master Pump Station
- SWRF Influent Pump Station

Our past projects with OCU were:

- South Water Reclamation Facility (SWRF) - Phase V Improvements
- Bay Hill and Orange Tree Reclaimed Water Booster Pump Station Improvements
- Southwest Water Reclamation Facility – Phase 1
- SWRF Influent Pump Station Roof Replacement
- SWRF Generator Bldg Roof Replacement
- Malcolm Road Water Supply Facility
- Utility Operations Center East

PROJECT APPROACH – FIRM'S UNDERSTANDING OF THE PROJECT AND HOW THE FIRM WOULD ACCOMPLISH THIS WORK

CMI's understanding is that this RFP is to select an Owner's Representative firm for City projects, including Federal grant-funded projects. The firm will provide all aspects of Owner's Representative services throughout the projects, including:

- A. Selection of Professional Services
- B. Project Design and Permitting
- C. Pre-construction Services
- D. Construction Services
- E. Close-Out Services
- F. IFM360 Owner's Representative Program Management Software

The level of involvement with the project is from pre-planning through close-out, and possibly legal support for disputed projects. The projects themselves may be renovation and/or new construction of different sizes and complexities. As a result of each project's unique constraints, the method of delivery may be traditional Design/Bid/Build, Design/Build, Construction Management at Risk, or Negotiated Contract for emergency work, etc. The foregoing requires a firm that has a high degree of flexibility in its operation and a rapid response time to react to the City's needs. CMI is such a firm, as we have demonstrated on projects for other public agencies, e.g., multiple current projects with Orange County Government and the Orlando International Airport (where CMI holds similar Owner's Representative Services contracts); current projects as part of the Program Management team at the Orange County Public Schools; past projects at the City of Kissimmee, Seminole State College, and Orange County's Juvenile Justice Center Expansion. CMI assisted all of these Owners as an extension of staff in providing grant administration, project & safety management, program controls, inspections and other related services.

CMI'S INNOVATIVE APPROACH

A. Selection of Professional Services

CMI's approach to successful completion of the scope of services required will vary depending on which method of delivery is selected for a particular project. We will assist the City to determine the **best delivery method** suited for each specific project by: collaborating with stakeholders; creating a clear scope of work and a realistic project schedule; outlining and communicating expectations for the project; and identifying and defining roles of the project team. For this discussion, we will examine the approach for the design/bid/build delivery process. This remains the most common and practical method for a Public Owner, providing the greatest level of completeness of documents and accountability.

CMI will focus on three major parts in developing a successful design/bid/build project:

- (i) Establish a clear and concise project scope.
- (ii) Develop a realistic budget that is tailored to match and maximize the funding requirements.
- (iii) Develop and update the project's schedule.

CMI will assist with development of **design procurement documents** to meet The City of Ocoee's requirements. Consequently, if the project is being designed by the City's continuing consultant or a new firm, CMI will help to develop a scope of the services and negotiate a fair fee. CMI may also take the lead in developing a document control plan to ensure an effective and structured trail. We will ensure that the **design criteria** are based on an approved program from the end user and the City's Project Manager.

CMI will coordinate **design deliverables** (30%, 60%, 90%) for technical review. Deliverables will be evaluated against program requirements, completeness at each stage, governmental agency requirements, and constructability. CMI will ensure that the design complies with The City of Ocoee's design guidelines and standards when applicable. We will prepare an independent cost estimate when appropriate and present the report in either a CSI format or Unifomat for buildings, and FDOT format for horizontal work. CMI will monitor the A/E at each phase to review progress and compliance with contract obligations. Meetings (virtual or in-person) will be scheduled at regular intervals with the City and A/E to review progress.

CMI will schedule **pre-submittal conferences** with all relevant governmental agencies and perform a constructability review prior to completion of bid documents. We will interface with the user group and The City of Ocoee's other stakeholders at all design stages to review Operational Issues. CMI will assist in developing a project manual for Division 0 and Division 1 specifications.

B. Project Design and Permitting

In the *Pre-design Phase*, CMI will provide design management; order of magnitude estimates, conceptual budgeting; scheduling; benefit cost analysis; technology and security planning services.

In the *Design Phase*, CMI will negotiate scope and contracts for professional services; manage the design of Design/Bid/Build Contracts; manage and evaluate the Criteria Package for Design/Build Contracts; review front-end documents in Project Manual; cost estimate updates to check that design is still within budget; value engineering and life cycle costing; cashflow projections; constructability and coordination review of documents; evaluate impact of this project on other projects at the City; geotechnical, technology and security peer review. CMI will ensure coordination and communication with appropriate utility providers throughout the design process.

In the *Bid and Award Phase*, CMI will advise the City on bid climate, vis-à-vis other projects that will be bid simultaneously and likely bidders who are saturated; pre-qualify bidders; prepare bid packages and scope of work document; prepare unit price schedules of rates; compilation and analysis; attend pre-bid meetings and bid openings; analyze bids and make recommendations.

We will review and evaluate the *Schedules of Values* to ensure that it represents a fair allocation of dollars and is reasonably detailed. The Schedule of Values will also be checked against the construction schedule. CMI will review the contractor's project schedule against the scope of work and approve this base schedule as the Project Control tool. We will coordinate with the A/E to ensure the approval of all necessary permits.

In addition, CMI and the Contractor will develop a Schedule of Values that is consistent with funding source requirements and grant assurances. This approach would ensure compliance tracking and reporting for all source funds.

C. Pre-Construction Services

CMI will assist the City in **coordinating bid documents** and will be the point of contact to receive and distribute addenda. We will review and analyze all bids received to ensure that the lowest, responsive bidder is recommended for award. Again, we will provide document control to ensure proper paper management systems.

CMI will organize **pre-notice to proceed meetings and pre-construction meetings**, develop communication and coordination requirements, points of contact, safety and security requirements, City of Ocoee procedures, RFI procedures, change order procedures, and dispute resolution procedures.

CMI will work with the originating department and the department of Public Affairs & Communication to develop and circulate pertinent **messaging to the community** and those directly affected by the work. In addition to print materials, CMI will support City staff with website and social media postings, public meetings and preparation of **City Commission presentations**.

D. Construction Services

During the construction phase, CMI will track **submittals** (Shop Drawing Review Process) and provide regular updates to the A/E and City of Ocoee. Since the Shop Drawing Approval is the basis for placing orders, CMI will coordinate between A/E and the Contractor to provide adequate time for review and ordering. We will provide initial review of RFI's (Request for Information) / RFC's (Request for Clarification) and evaluate their legitimacy. RFI's and RFC's will be routed per agreed procedures. CMI will be the liaison between the Contractor and A/E.

CMI will ensure that independent **testing** laboratories are engaged for materials' testing and review the results to ensure compliance with specifications and design intent. CMI will coordinate inspections, provide direct observation and provide applicable reports to the City of Ocoee. We will review **progress payments** based on work completed and against the approved Schedule of Values. Potential changes will be identified early, monitored timely, and resolved fairly. **Claims** avoidance and mitigation, if addressed early and appropriately, may lend for quick resolution of issues.

The Contractor's **daily log** will be reviewed for accuracy and on-going **security** will be included in all aspects of the project, i.e., design, scheduling, cost estimating, construction, and phasing. Advanced coordination during an on-going construction project will be paramount for success so that it least impacts the City's operations and the public. Communications through established notification systems will help alleviate safety, security, and any undue impacts.

This discussion will be incomplete without an overview of **technology and building systems**. Technology requirements are much greater today than they were in the past. Beyond the fact that technology is in a constant state of change and system requirements continually evolve and become more advanced, often individual technology systems need to be integrated with other systems and, from a design and construction standpoint, the lines of responsibility can become blurred. This results in the need for someone with the unique ability to **oversee the processes specific to technology** within the much larger picture of the overall project as well as the more routine functions of a busy City Government. Communication, whether it be with technical staff in technical terms that they are used to, or other non-technical and operational staff who need to understand requirements and impacts in clear and concise terms, is key to ensuring that accurate and informed decisions can be made at the appropriate stage of the project. CMI will serve as the focal point for connecting the necessary lines of communication and ensuring that all involved parties are “on the same page” regarding a specific project’s technology requirements and how they impact delivery, schedule, and cost.

It is sometimes easy to overlook details of what work related to technology systems is either in or out of a particular project. In the worst case, this can result in project design being completed prior to the discovery that a particular system has not been included in the project documents. As part of the initial preparations for each project, CMI will **confirm the technology and building systems** to ensure that the design professionals understand the required extent of their endeavors.

Of all the aspects related to a design and construction project, **coordination** related to the various technologies and building systems included in a project is often accomplished only minimally. This can create additional work for all involved when the time comes to accomplish the actual work. One result is a high incidence of Requests for Information (RFI) from the Contractor. CMI will endeavor to keep RFI’s during construction to a minimum by working towards an appropriate level of coordination during the design phase of the project.

As noted earlier, technology and building systems are in a constant state of change. It is important that design professionals with previous City experience **reaffirm technology requirements** of each new project. Conversely, it is equally important that design professionals who are new to the City’s projects are provided with adequate information to understand what the current requirements are for each project.

Sometimes, late discovery of technology and building systems requirements during the design phase of a project will have unintended impacts to project costs. Often, these impacts result in **escalated project costs**. It is important, although in general it may be assumed that certain work is part of the project’s contract, that changes which affect project costs be identified and quantified upon discovery. When done in this manner, appropriate modifications to the project budget or, conversely, revisions to the design requirements can be accomplished before the impacts become unavoidable. CMI will work with the project designers to quantify cost impacts as soon as they are discovered.

E. Close-Out Services

At the beginning of construction, this team will prepare a Close-Out Manual for distribution to the Contractor. This manual will show the required documents necessary to ensure the City does not come up short. Final Payment will not be recommended unless all close-out requirements are met.

During the project close-out phase, CMI will coordinate substantial completion, final completion, certificate of occupancy, punch list items, final inspections, as-built drawings, test results, operations and maintenance manuals, startup procedures, commissioning of equipment, close out documents, final lien releases from contractor and subcontractors’ final book-keeping and clean-up of records management.

CMI will also coordinate a warranty inspection (post-occupancy) for each project.

SPECIALIZED SKILLS

CMI's in-house staff has combined specialized skills and qualifications in areas such as Construction Management, General Contracting, Quantity Surveying, and Value Engineering. In addition to the academic accomplishments, our proposed staff has a combined construction industry experience of 600 years. CMI will draw from this combination of academic qualifications and construction industry experience to ensure that projects assigned under this contract will be adequately staffed. CMI's in-house staff will provide all required program controls and grants administration. If the unique requirements necessitate specialized skills beyond the resources of this team, CMI commits to reaching out into the local community to find additional skills required for the success of the project. The next paragraphs describe the specialized skills that the CMI team will offer City of Ocoee.

In the [Construction Phase](#), CMI will assist with administration of the contracts; negotiate scope and contract for construction services; evaluate schedule of values for front-end loading, etc.; thoroughly analyze contractor's baseline schedule for flawed logic, open-ended activities, etc; prepare cashflow projections (using CMI's proprietary software) to help manage financial and construction progress, both planned vs. actual; final quantity surveys; manage the construction process – submittals, logs, RFI's, safety, etc; use software to check if the Contractor is manipulating the monthly update schedules, possibly for a future claim; review, check, estimate, negotiate and settle change order requests; audit the General Conditions and subcontracts to assess the Contractor's financial position, especially if it appears that the job may be delayed or heading towards a claim; final punch list and certificate of occupancy; technology and security. In the [Close-out Phase](#), CMI will compile warranty and start-up documents; assist the City to analyze, negotiate, and settle claims; final accounts; coordinate final occupancy by the user; submit final paperwork; technology and security; scheduling to support claims analysis; commissioning.

In all Phases, CMI will assume the **primary responsibility** to interface with the City, your Consultants and Contractors; primary responsibility for coordination with other Governmental agencies; primary responsibility for quality control; commitment to meet or exceed the City of Ocoee's expectations.

SPECIAL CONSIDERATIONS

Planning, design, construction, and close-out and occupancy of projects actually consist of a series of situational problems and practical solutions. Hence, there will be some **special considerations** for CMI to address, towards the success of the project. During a project's planning stage, for instance, multiple options will be evaluated vis-à-vis budget projections and scheduling constraints. Once a scheme is selected and a budget is established, the project will move into the design phase. During the design phase, special consideration should be given to scope creep. Acceptable scope creep should be addressed only if it falls within the project's budget and schedule. Maintenance and renovation/remodeling projects need to be accomplished during on-going operations. Out of necessity this requires that a significant degree of coordination be accomplished. This coordination touches on, not only the parameters under which the Contractor must accomplish the work, but must take into consideration operations of city divisions. Timing of work schedules becomes vitally important to the overall process. CMI will coordinate with City of Ocoee to accomplish these projects in an efficient manner that disrupts operations to the smallest extent possible.

GRANTS FUNDING

Our diverse knowledge and skillsets are achieved by working directly with local governmental entities to help with the management of their grant programs where we were an extension of their staff.

The following are three examples of our general approach for Comprehensive Grants Management:

Greater Orlando Aviation Authority (GOAA): Orlando International Airport and Orlando Executive Airport

CMI has been under contract with GOAA to provide Owner's Representative services for projects at both airports since 2006. Many of these projects are funded by Federal Grants. Part of our responsibility is to ensure that the grants be used for only eligible scopes of work or for eligible projects. As a result, we carefully monitor ineligible scopes to determine if other grants may be applicable. In reviewing the contractors' pay applications, we ensure that the line items are consistent with the grant requirements.

City of Kissimmee: Stormwater Management Grants

Several storm drainages features that are critical to stormwater management in the City of Kissimmee, Florida, were damaged extensively from flash flooding, during a Tropical Depression. The City received Grant funding from the USDA to restore the drainage system. As a condition of the Grant, the City provided a matching fiscal contribution. The project, NRCS Emergency Watershed Repairs to City Ditches, consisted of sediment removal, replacement of drainage pipes, and ditch bank slope restoration and protection.

CMI provided program management services to the City of Kissimmee, including: on-site staff; review of contract documents, change order and pay application evaluations; bidding support; schedule oversight; progress reports monitoring and tracking Contractor's progress; and project cost tracking. A key requirement of the grant was that the City contributed matching funds to the project. To document the City's matching contributions, we developed certain tracking initiatives:

- Costs were tracked separately by funding source and by location of work.
- CMI provided Project Accounting services which were critical for processing grant payment applications and identifying City's matching funds.
- A significant portion of the City's contribution was work performed by City crews. CMI prepared an elaborate interactive series of spreadsheets with conditional formatting and other advanced features which tracked the City's equipment, labor, and material costs. This ensured that City funds were properly applied to the NRCS Emergency Watershed Repairs, and not co-mingled with other work performed by City crews. This documentation was well received by the USDA and the City.

Our program management support of this project, including the complex tracking of the City's matching contributions, was well received by the USDA and the City. We are confident that our experience with this USDA grant program for the City of Kissimmee can be adapted for other clients in need of comprehensive grants management services.

Orange County Public Schools: Safety & Security of School Building Grants

The main purpose of the Safety and Security of School Buildings ongoing Grants is to improve physical security of school buildings, providing a secured and separate visitor entry area.

To obtain a successful outcome of the multiple simultaneous projects, this type of Grant demanded a comprehensive management plan at the beginning of the project. This Grant required the application of a new safety feature that was never utilized before in school buildings. The use of this new feature required extensive research and coordination.

One of CMI current roles is to coordinate the contractual part of each of the project's components and to ensure that contracts were in place to work with different vendors. We created spreadsheets to manage cost control and weekly reports to track scope of work, budget and schedule, and continuously monitored all project files which were updated by different team members.

We developed Vestibule Hardening Designs for all schools and created a basis of design for different school prototypes depending on existing conditions.

As a result of efficient and accurate project controls and planning methods, we identified that additional work could be achieved with the same allocated funds. We then created and submitted different proposals related to the original intention of this Grant.

In the Close-out Phase, inspections were performed according to approved documents and specifications and that all close-out documents were submitted.

MARKET VOLATILITY

In previous sections, we elaborated on the degree of care we exercise when we prepare estimates at Programming and Conceptual Phases to ensure that all scope that can be reasonably inferred for a complete project are captured in the estimate. CMI's experience in Central Florida and other major regional projects will provide you with our best judgment as a professional construction consultant through our market survey and analysis, recommendation for periodic evaluation of budget vis-à-vis the current and forecast local, regional, national and global impact on construction market.

We are closely in touch with the Trade Contractor market and usually have first-hand information on potential shortages or price increases that can affect past and current estimates. We address the short-term volatility, shortages and supply chain interruptions and long-term escalation in the each estimate we prepare for a project. However, we don't have to wait until the next design phase to alert you of trends we learn that can impact your projects. As a true partner with you, we recommend having regular monthly discussions regarding the local industry. This is an approach that has been well received by other Owners.

We also closely watch industry trends for their impacts on our estimates. Consumer Price Index is tracking 6.41% comparing January 2022 to January 2023. However, other indices are indicating a much larger inflation rate: Producer Price for new nonresidential construction increased 17.34% from January 2022 to January 2023; Associated General Contractors PPI inputs January 2022 to January 2023 saw an increase of 17.3%; and in May of 2022 contractors bid prices finally matched inflation runup, however, continuing cost increases maintain pressure on profit margins, Mortenson's cost index for non-residential buildings posted through Q4 2022 showed annual average inflation to be up by 6.7% over Q4 in 2022; and Engineering News Record Building Construction Cost Index from February 2022 to February 2023 shows inflation to be 7.14%. According to the Associated Building Contractors report, Construction Materials PPI had a year over year increase of 11.9%.

The continued supply chain issues are creating longer lead times for many products thus, scheduled time to complete projects are causing added cost for general conditions and general requirements.

The skilled labor force continues to be a concern, so contractors are competing on fewer projects causing an increase in cost of projects. Our team will also watch for the impacts of the Federal Government's Buy American provisions in the Infrastructure Bill and restrictions on importation of materials affected by the Uyghur Forced Labor Prevention Act.

IFM360 OWNER'S REPRESENTATIVE PROGRAM MANAGEMENT SOFTWARE

To tie all of the above together into one cohesive location and format, CMI is proposing the IFM360 software application which is designed for municipalities to manage programs and projects from inception thru completion. Its key features include:

- All requirements of Project Management, including key performance indicators (KPI) to monitor the projects' grant funding status.
- Complete Project Collaboration among the City, the Architect/Engineer and the General Contractor or Construction Manager with respect to document management and invoice processing.
- Cost Control features with the ability to track and report on all monies spent on the project, including identifying and controlling budgets from multiple funding sources.

- Schedule Control to create a CPM schedule within IFM360 to manage the projects. Alternatively, the application allows importing a P6 or MS Project schedule.
- Public Records requests and multiple reports, all of which are accomplished from within the application.
- A Facility Inventory feature in which all assets can be accounted for, complete with costs, maintenance data, and future repairs or replacement.
- All records will remain with the City of Ocoee forever.

IFM360's key features include: Transparency & Accountability; Checks & Balances; 100% Web-based with Scalable Cloud Storage; Cyber Security and Data Protection; Full Functionality of Desktop and iOS or Android Mobile Devices; Access to Real-time Information with an Internet Connection; Integrated Workflow; and Local Support. The platform that this module is built on can be easily customized for other uses. Below lists some of the key features of the application.



II. FIRM'S HOURLY RATES

TITLE	MAXIMUM BILLING RATE (\$/HR)
Project Executive/ Principal	\$231.00
Program Manager	\$231.00
Project Manager	\$162.00
Design Review Manager	\$162.00
Project Controls - Estimating	\$150.00
Project Controls - Scheduling	\$150.00
Construction Inspector	\$116.00
Project Coordinator	\$92.00
Administrative Assistant	\$58.00





EXHIBIT "B"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

Indicate by check mark 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:

Cost Management Inc. dba CMI
Firm Name


Signature

Ganesh Jiawon, President
Name and Title (Print or Type)

01 March 2023
Date

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFP #23-005

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.

Cost Management Inc. dba CMI
COMPANY NAME

407.293.4168
TELEPHONE (INCLUDE AREA CODE)

gj@cmine.biz
E-MAIL ADDRESS

Ganesh Jiawon
AUTHORIZED SIGNATURE (manual)

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

Ganesh Jiawon, President
NAME/TITLE (PLEASE PRINT)

158 Terra Mango Loop, Suite B
STREET ADDRESS

Orlando, FL 32835
CITY STATE ZIP

FEDERAL ID # 59-3308072

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

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this 01 day of MARCH, 2023.

Personally Known ☒ or

Produced Identification W/S

(Type of Identification)



P. Basant
Signature of Notary Public

Patanjalielall Basant
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "D"
NON-COLLUSION AFFIDAVIT

STATE OF Florida)

COUNTY OF Orange)

Ganesh Jiawon, being first duly sworn deposes and says:

1. He (it) is the President
(Owner, Partner, Office, Representative or Agent)
of Cost Management Inc. dba CMI, 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: Ganesh Jiawon *Ganesh Jiawon*

Title: President

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or
☐ online notarization, this 01 day of MARCH, 2023, by Ganesh Jiawon
in the state of FLORIDA County of ORANGE.

P. Basant
Notary Public
My Commission Expires: 01-15-2027



EXHIBIT "E"
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: CMI

Signed: Ganesh Jiawon

By: Ganesh Jiawon
(Print or Type Name)

Title: President

Date: 01 March 2023

EXHIBIT "F"
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 CMI (Entity)
by Ganesh Jiawon, President
(Print individual's Name & Title)

whose business address is 158 Terra Mango Loop, Suite B, Orlando, FL 32835

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID FOR ONE YEAR FROM THE DATE OF EXECUTION. 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.

Ganesh Tiawon
(Signature)

Date: 01 March 2023

CMI
Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, by means of ☒ physical presence or ☐ online notarization,

Ganesh Tiawon who, after first being sworn by me,
(Name of Individual Signing)

affixed his/her signature in the place provided above on this 01 day of

MARCH, 2023.

Notary Public *P. Basant*
My Commission Expires: 01-15-2027



EXHIBIT "G"
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 01 March, 20 23.

Ganesh Jiawon

By: Ganesh Jiawon

President

(Title)

Official Address (including Zip Code):

158 Terra Mango Loop, Suite B

Orlando, Florida 32835

EXHIBIT "H"
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: CMI

By: *Samuel Nawa*
(Authorized Signature)

Title: President

Date: 01 March 2023

EXHIBIT "I"
CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee for RFP 23-005

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 01 March, 2023.

By: *Janet Pearson*
(Signature of Authorized Official)

CMI
(Name of Construction Contractor or Subcontractor)

158 Terra Mango Loop, Suite B, Orlando, FL 32835
(Address of Construction Contractor or Subcontractor)

407.293.4168
(Telephone Number)

59-3308072
(Employer Identification No.)

EXHIBIT "J"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] CMI 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] CMI, 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.

James Hanson
Signature of Contractor's Authorized Official

Ganesh Jiawon, President
Name and Title of Contractor's Authorized Official

01 March 2023
Date

24. SUMMARY OF LITIGATION:

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

CMI have not filed or had any litigation filed against us for any of the related services that we provide in the regular course of business.

25. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>02/23/2023</u>
No. <u>2</u>	Dated <u>03/02/2023</u>
No. _____	Dated _____
No. _____	Dated _____

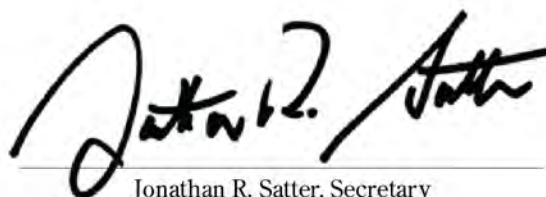
END OF SECTION

State of Florida

Minority Business Certification

Cost Management Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/28/2021 to 09/28/2023



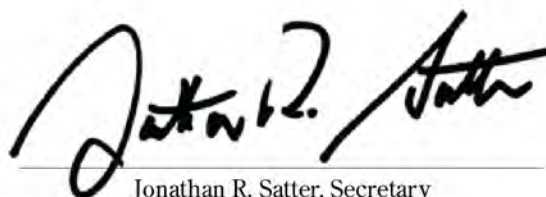
Jonathan R. Satter, Secretary
Florida Department of Management Services

State of Florida

Minority Business Certification

Cost Management Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/28/2021 to 09/28/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services

City of Ocoee

**Request for Proposals (RFP) #23-005
Continuing Owner's Representative for City
Projects, Including Federal Grant Funded ARPA
Projects**

17 April 2023

**Presented by:
Cost Management Inc. dba CMI**



HCSI

TABLE OF CONTENTS

Introductions

Overview of CMI and Team

Project Approach

Questions & Answers

INTERVIEW TEAM

Principal Representative

- *Ganesh Jiawon*
-

Project Manager

- *Charles Hodge*
-

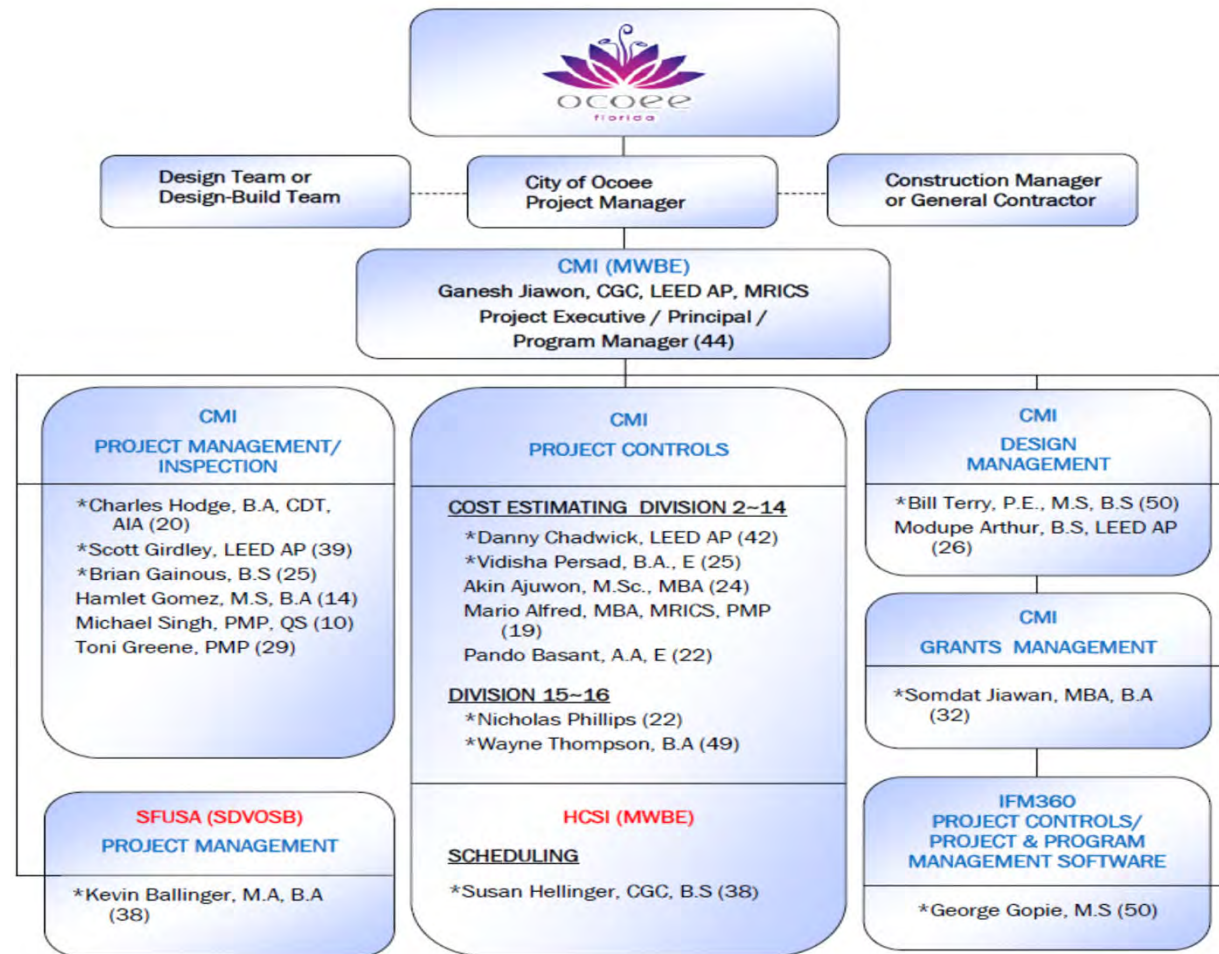
Scheduler

- *Susan Hellinger*
-

Grants Manager

- *Somdat Jiawan*
-

ORGANIZATIONAL CHART



* Indicates Key Staff.

Years of Experience are shown in parenthesis.

OVERVIEW OF CMI

- Established in March 1995
- Evolved from a one-person operation to a **staff of 32** that includes estimators, schedulers, project managers, **subject matter experts** (on call) and design professionals, whose combined construction industry experience is over 500 years.
- In **28 years**, CMI has successfully completed approximately 1,100 projects for 120 clients.
- Won 30 **Continuing Services Contracts** with Governmental Agencies in Florida.
- These include 13 Program / Project Management Contracts.
- Bid Results within 2% of CMI estimates.
- GMP Savings of \$43M for OCPS, \$81M for GOAA and \$50M for OCCC.
- 2014 **AIA Consultant of the Year** - Orlando Chapter Award in recognition of outstanding dedication to exceptional performance in the critical Customer Service areas of Client Focus, Teamwork, Communication, Project Management and Specialist Knowledge.
- 2009 **Small Business Advocate** of the Year Award by GOAA.

PROJECT APPROACH

Estimating

- **Capital Improvement Plan**
 - i. Estimate to reflect ARPA grant eligibility
 - ii. Separate estimate for non-eligible scope
- **Pre-Design**
 - i. Scope Validation – Test Old Budgets or Establish New Budgets
 - ii. Programming Level
- **Design Phase**
 - i. Cost Modeling & Conceptual Budgeting
 - ii. Cost Estimates at SD, DD & CD Phases
 - iii. Cashflow Projections
 - iv. Constructability Review – 30% Cost Savings

PROJECT APPROACH

Estimating

- **Bid Phase**

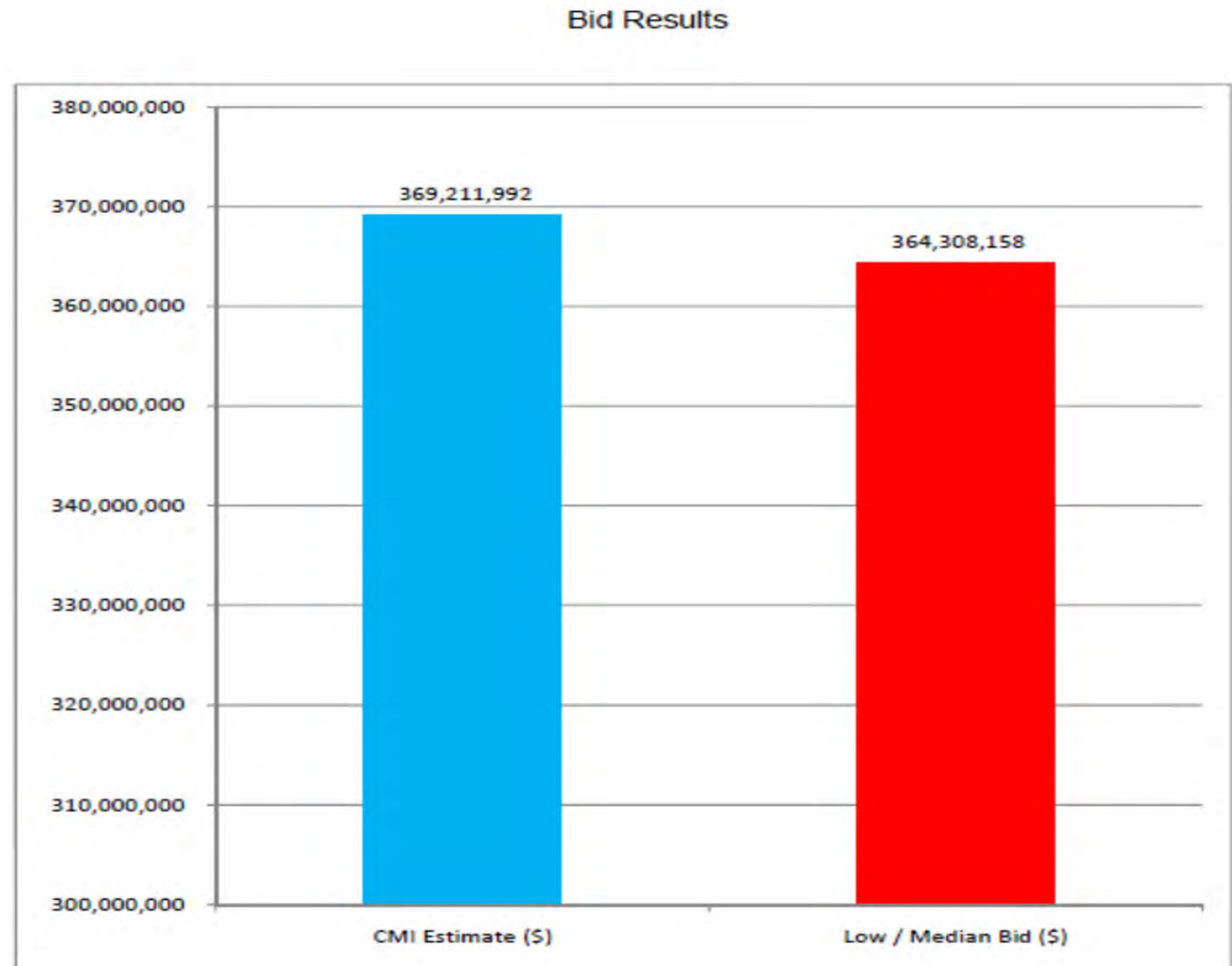
- i. Estimate cost impact of Addenda
 - ii. Incorporate Unit Costs for Change Orders
-

- **Construction Phase**

- i. Estimate & Negotiate Change Orders
-

PAST PERFORMANCE

Bid Results

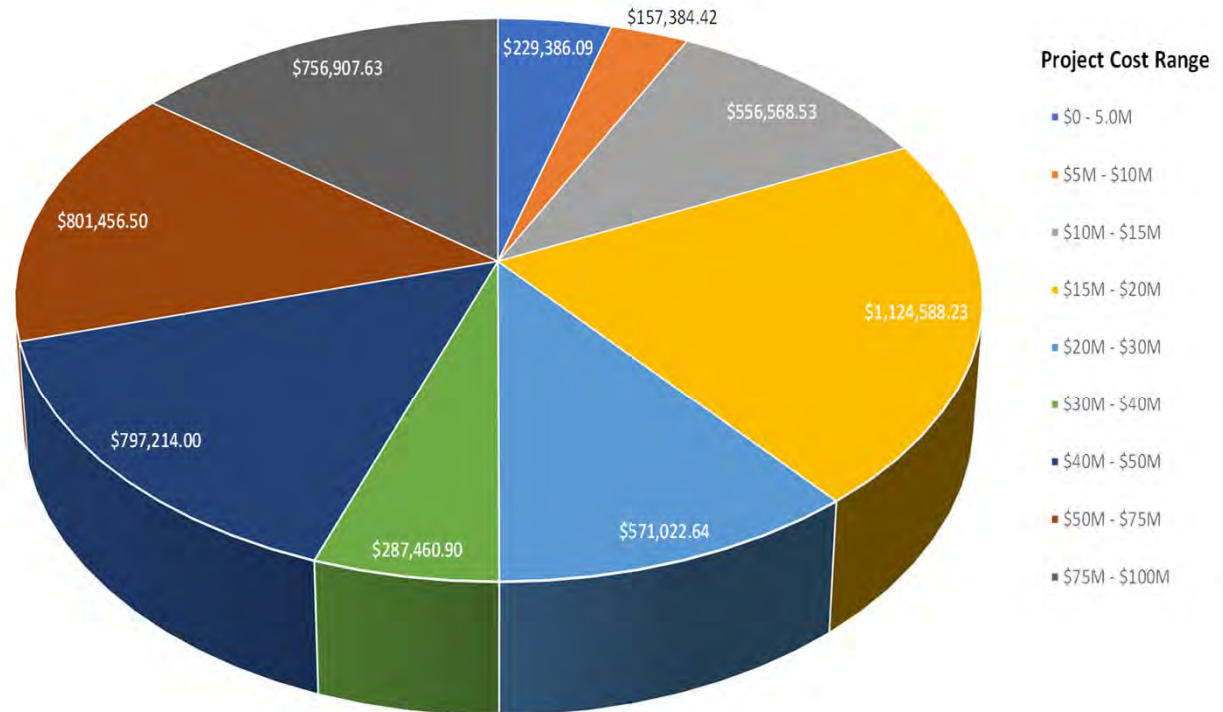


Note: The variance between the Total Average Bid and the CMI Estimate is 1.3%.

PAST PERFORMANCE

GMP Savings at OCPS

Orange County Public Schools
Total Negotiated Savings on GMP Contracts = \$43.7 million

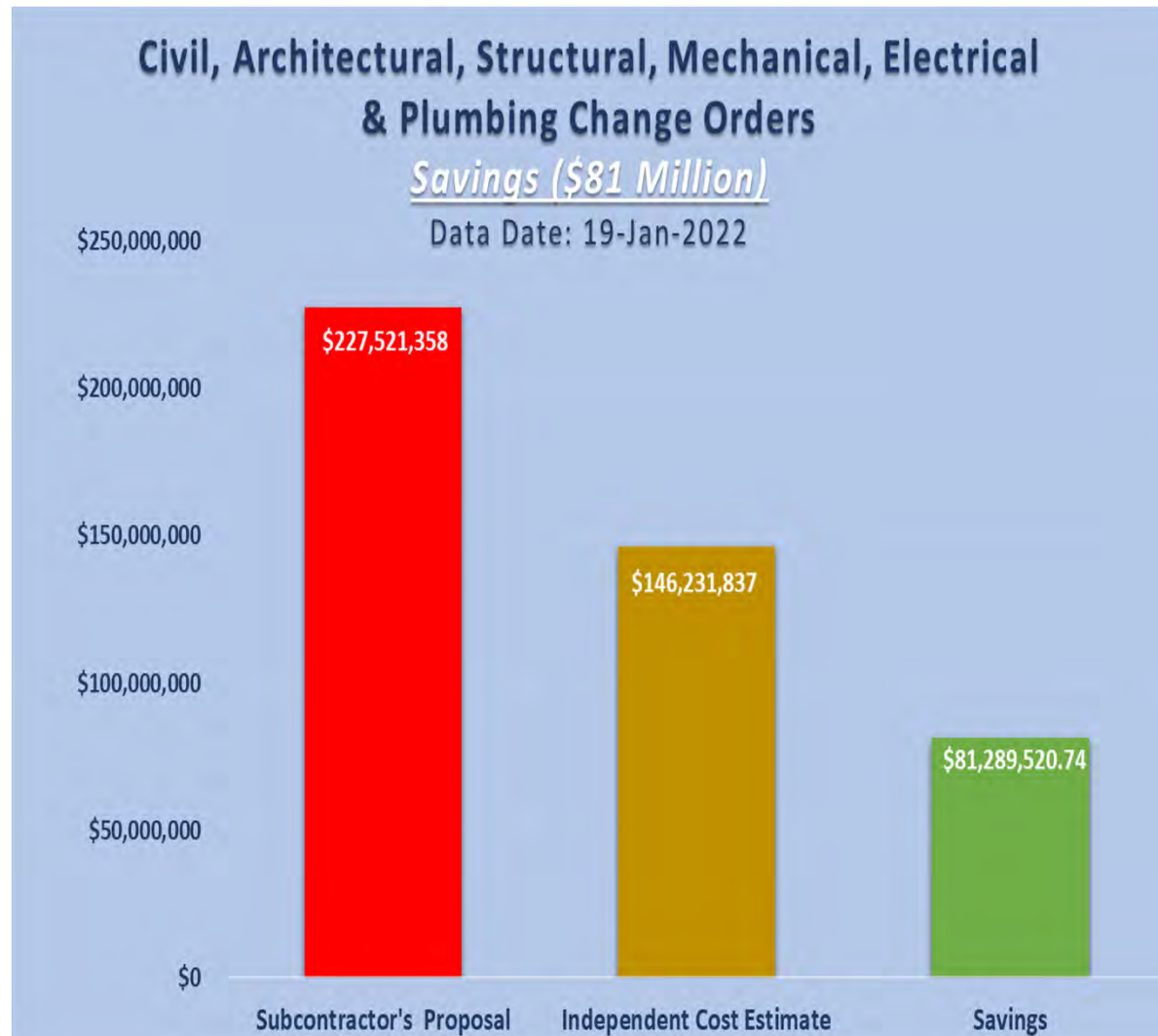


1,345,482,120	Total Original Submission by Construction Managers
<u>1,301,756,016</u>	Total Agreed Contract Amount
43,726,104	Total Negotiated Savings to OCPS

* Of the \$43,726,104 saved, the above chart breaks down the average dollar amount of savings for each given range of project cost

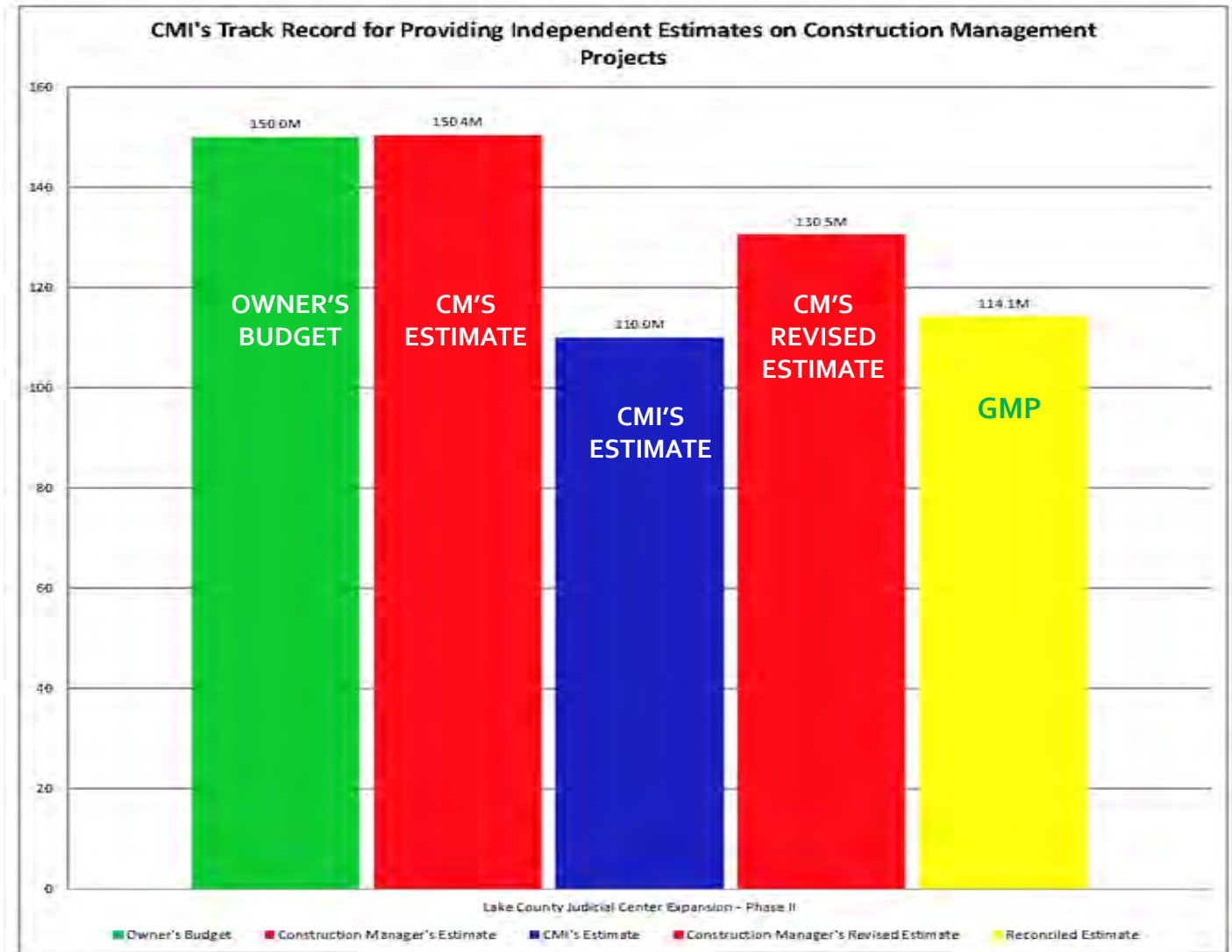
**PAST
PERFORMANCE**

*Savings of \$81M for
GOAA on STC
Phase 1 Project*



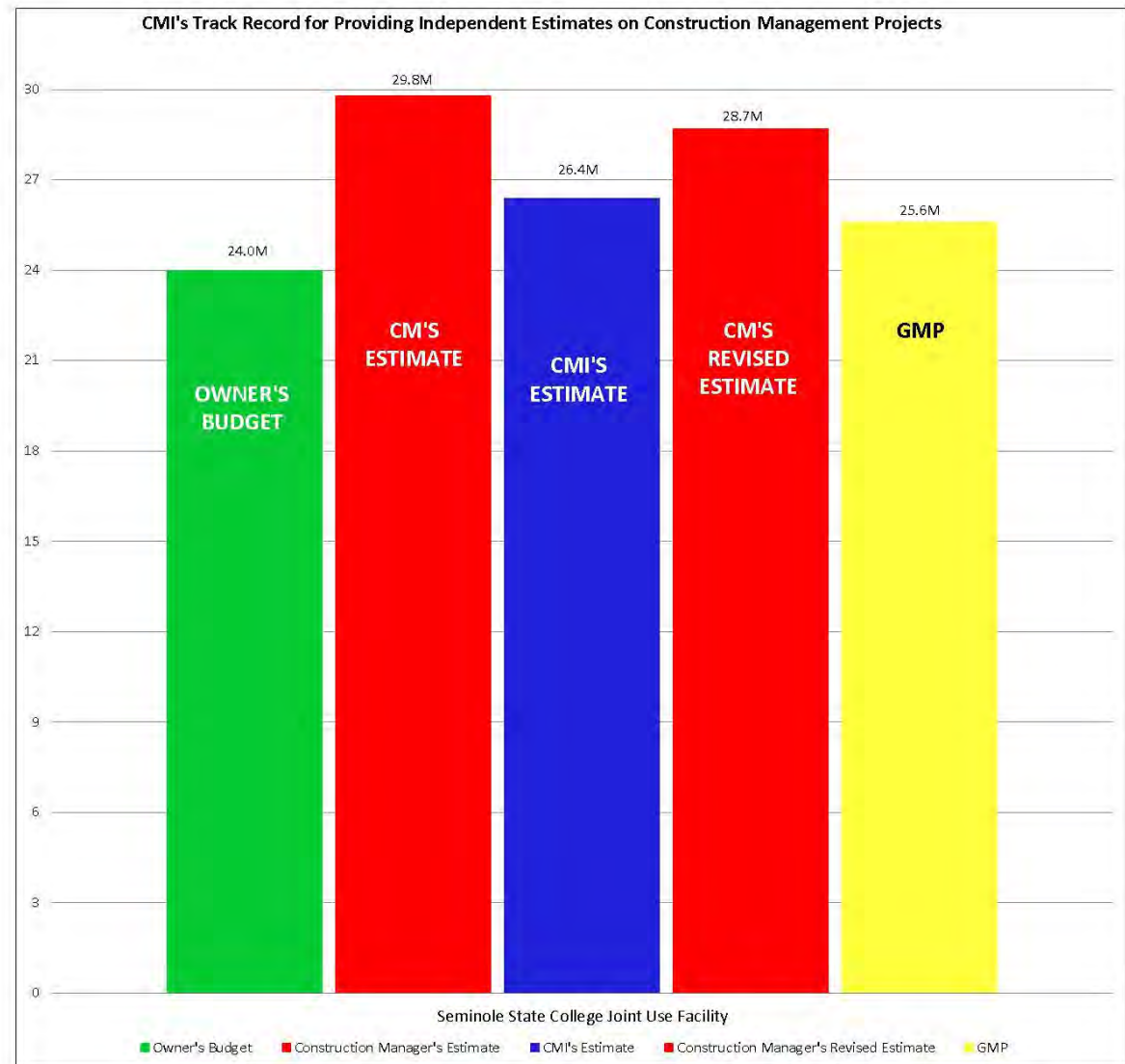
PAST PERFORMANCE

Lake County Judicial Center Expansion – Phase II



PAST PERFORMANCE

*Seminole State
College –
Joint Use Facility*



KEY SERVICES

Constructability Review

From the perspective of Estimators & Project Managers.

Examine Bid Documents for conflicts and missing information.

Achieve savings of approximately 30% in competitive bidding vs change orders.

PROJECT APPROACH

Scheduling

Preliminary **Milestone** Schedule

During **Design**

- i. Base Option for 1st Shift Work
- ii. Scenarios for 2nd or 3rd Shift Work
(if necessary to achieve grant completion dates)

During **Construction**

- i. Monitor the Contractors' progress
- ii. Adopt measures for accelerating if necessary
- iii. Cost and Resource loaded schedules

During **Close-out**

- i. Allow adequate time for close-out
- ii. Analyze & assist with settling Claims

PROJECT APPROACH

Project Management

Focus on:

- Procurement
 - Effective Communication with all Stakeholders
 - Adherence to approved Plans and Specifications
 - Risk & Issues Register
 - Timely Documentation and Pay Application Review
 - Closeout and Warranty Requirements
-

PROJECT APPROACH

Project Management –

Procurement

- Work closely with Purchasing to procure:
 - i. Specialist Firms – Geotechnical, etc.
 - ii. Design Team
 - iii. Contractor
- Ensure Grant requirements are adhered to.
- Knowing and understanding what's in the Project Manual, i.e. Scope of Work, Project Schedule.
- Knowing Lead-Time Items: Materials and/or Equipment.
- Retain and assign adequate resources to project tasks.

PROJECT APPROACH

Project Management –

Design Phase

- Work closely with Purchasing to procure:
 - i. Specialist Firms – Geotechnical, etc.
 - ii. Design Team
 - iii. Contractor
- Ensure Grant requirements are adhered to.
- Work with the Design Professionals to adapt the approved design to the field conditions, or the adjustments needed for implementation.
- Manage the various versions of design documents issued or modified over the course of the project.

PROJECT APPROACH

Project Management –

Bid & Award Phase

- Work closely with Purchasing to procure:
 - i. Specialist Firms – Geotechnical, etc.
 - ii. Design Team
 - iii. Contractor
- Ensure Grant requirements are adhered to.
- Draft, negotiate, interpret and manage the Sub-contractual Agreements of the Owner.
- Award qualifying bids and provide notices to proceed.

PROJECT APPROACH

Project Management –

Construction & Close-out Phase

- Work closely with Purchasing to procure:
 - i. Specialist Firms – Geotechnical, etc.
 - ii. Design Team
 - iii. Contractor
- Ensure Grant requirements are adhered to.
- Provide quality control throughout the project.
- Request for Quotes and respond to Requests for Information.
- Review and approve Request for Payments.
- Enforce site safety.
- Punch-out, warranty and commissioning.

GRANTS MANAGEMENT –

American Rescue Plan Act (ARPA)

CMI is committed to work closely with City of Ocoee personnel to ensure all ARPA grant-funded projects are:

- Properly document that funds are used for the intended projects.
- CMI will provide monthly reports for each ARPA project following approved Pay Applications/Invoices.
- CMI will apply due diligence to ensure complete Audit Trail to meet grant requirements.
- CMI may use its *IFM360* software program or any other tool approved by City of Ocoee to track all projects awarded with ARPA grant funds.
- The following terminologies/acronyms are used here: American Rescue Plan Act (ARPA) and States and Local Fiscal Recovery Fund (SLFRF) .

GRANT REPORTING

Schedule

Part 2: Reporting Guidance

There are three types of reporting requirements for the SLFRF program.

- **Interim Report:** Provide initial overview of status and uses of funding. This is a one-time report. [See Section A, page 13.](#)
- **Project and Expenditure Report:** Report on projects funded, expenditures, and contracts and subawards over \$50,000, and other information. [See Section B, page 15.](#)
- **Recovery Plan Performance Report:** The Recovery Plan Performance Report (the "Recovery Plan") will provide information on the projects that large recipients are undertaking with program funding and how they plan to ensure program outcomes are achieved in an effective, efficient, and equitable manner. It will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury. The Recovery Plan will be posted on the website of the recipient as well as provided to Treasury. [See Section C, page 23.](#)

Table 2: Reporting requirements by recipient type

Recipient	Interim Report	Project and Expenditure Report	Recovery Plan Performance Report
States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents	By August 31, 2021, with expenditures by category	By October 31, 2021, and then 30 days after the end of each quarter thereafter ⁹	By August 31, 2021, and annually thereafter by July 31 ¹⁰
Metropolitan cities and counties with a population below 250,000 residents which received more than \$5 million in SLFRF funding			Not required
Tribal Governments			
Metropolitan cities and counties with a population below 250,000 residents which received less than \$5 million in SLFRF funding	Not required	By October 31, 2021, and then annually thereafter ¹¹	
NEUs			

The remainder of this document describes these reporting requirements. A users' guide will be provided with additional information on how and where to submit required reports.

GRANT REQUIREMENTS –

Project & Expenditure Report

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 and 3	Award Date – September 30	October 31, 2021
2	2021	4	October 1 – December 31	January 31, 2022
3	2022	1	January 1 – March 31	April 30, 2022
4	2022	2	April 1 – June 30	July 31, 2022
5	2022	3	July 1 – September 30	October 31, 2022
6	2022	4	October 1 – December 31	January 31, 2023
7	2023	1	January 1 – March 31	April 30, 2023
8	2023	2	April 1 – June 30	July 31, 2023
9	2023	3	July 1 – September 30	October 31, 2023
10	2023	4	October 1 – December 31	January 31, 2024
11	2024	1	January 1 – March 31	April 30, 2024
12	2024	2	April 1 – June 30	July 31, 2024
13	2024	3	July 1 – September 30	October 31, 2024
14	2024	4	October 1 – December 31	January 31, 2025
15	2025	1	January 1 – March 31	April 30, 2025
16	2025	2	April 1 – June 30	July 31, 2025
17	2025	3	July 1 – September 30	October 31, 2025
18	2025	4	October 1 – December 31	January 31, 2026
19	2026	1	January 1 – March 31	April 30, 2026
20	2026	2	April 1 – June 30	July 31, 2026

GRANT REQUIREMENTS –

Project & Expenditure & Demographic Report For Each SLFRF Project

In general, recipients will be asked to provide the following information for each Contract, Grant, Loan, Transfer, or Direct Payment greater than or equal to \$50,000:

- Subrecipient identifying and demographic information (e.g., DUNS number and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the recipient)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories (see below)

GRANT REQUIREMENT –

Annual Reporting

2. Annual Reporting

The following recipients are required to submit annual Project and Expenditure Reports:

- Metropolitan cities and counties that received less than \$5 million in SLFRF funding.
- NEUs. To facilitate reporting, each NEU will need a NEU Recipient Number. This is a unique identification code for each NEU assigned by the State to the NEU as part of its request for funding.

For these recipients, the initial Project and Expenditure Report will cover from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports will cover one calendar year and must be submitted to Treasury by October 31. The table below summarizes the report timelines:

Report	Period Covered	Due Date
1	Award Date – September 30, 2021	October 31, 2021
2	October 1, 2021 – September 30, 2022	October 31, 2022
3	October 1, 2022 – September 30, 2023	October 31, 2023
4	October 1, 2023 – September 30, 2024	October 31, 2024
5	October 1, 2024 – September 30, 2025	October 31, 2025
6	October 1, 2025 – September 30, 2026	October 31, 2026
7	October 1, 2026 – December 31, 2026	March 31, 2027

FEDERAL FUNDING –

Compliance With Grant Requirements

Ensure	Workers are paid the applicable prevailing wage, including fringe benefits, for all hours worked on a weekly basis
Maintain	Accurate record of hours worked, and wages paid and submit weekly certified payrolls
Verify	That the Davis-Bacon labor standard clauses and applicable wage determination(s) are included in all Subcontracts
Post	Contractors must post “Employees Rights Under The Davis-Bacon Act” poster
Monitor	Proposed Changes to the Davis-Bacon Act in 2022; DBE actual participation vs proposed

IFM360

**Program
Management
Software
(Web-based)**

Program / Project Management

Project Collaboration with A/E & GC

Cost Control

Schedule Control

Facility Inventory Asset Control

Connectivity / Local Support

QUESTIONS & ANSWERS

Thank you for giving us
this opportunity to present our
credentials and approach.



HCSI



RFQ # 23-005

**Continuing Owner's Representative
for City Projects Including Federal
Grant
Funded ARPA Projects**



5401 S. Kirkman
Rd. Suite 336
Orlando, FL 32819
407-233-5434

www.FBGConsultants.com



5401 South Kirkman Road, Suite 336
Orlando, FL 32819
Phone: 407.233.5434 | Fax: 407.832.1362

Tuesday 3/7/2023

Ms. Melanie Sibbitt
City Clerk
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

Re: RFQ #23-005, Continuing Owner's Representative for City Projects Including Federal Grant
Funded ARPA Projects

Dear Ms. Sibbitt and Evaluation Committee Members:

FBG Engineers & Consulting Inc (FBG) is pleased to submit this statement of qualifications to provide professional construction management services for owner representative services for City projects. We have reviewed the bid documents and we believe our assembled team is well-suited to fulfill your needs by offering the City of Ocoee a reliable combination of knowledgeable staff, specialized abilities, and vast and diverse resources. Previous experience with similar contracts provides the team with the ability to be responsive and efficient. We are confident that our staff and resources can effectively accomplish every item outlined in the accompanying scope of services.

FBG provides a wide range of construction advisory services in Florida. Our innovative approach enables us to consistently deliver a quality program, from concept through closeout. We strive to exceed client expectations and our reputation for integrity and excellence is impeccable.

The following delivers FBG's experiences and accomplishments in the past through design, construction inspection and project management projects:

As the Owner's representative, FBG will serve as an extension of the City of Ocoee and its staff. FBG provides guidance through the lifecycle of the project, protecting the Owner's interests always. In addition, FBG provides the City with the value-added resources to make the project a success. For an owner whose team may not have the required depth of resources to manage each component of a project, FBG literally serves as an extension of their staff.

As the project's "eyes and ears" we can provide on-site representation to make sure that construction proceeds in accordance with contract documents, on time and within budget. Working as your advocate, FBG experts enable clients to focus on their core business without distraction.

FBG's staff of engineers, designers, specialists and professionals have hands-on experience and skills that are applied throughout each phase of a project. We provide clients with this technical knowledge to keep you abreast of events, enabling you to make informed and timely decisions.



In summary, if FBG is selected as the City of Ocoee's representative, the team that we exclusively gathered for this contract will provide exceptional services as follows:

- Act as the Owner's (City's) agent and execute documents associated with the project.
- Draft, negotiate, administer, coordinate, interpret, and otherwise manage the contractual obligations of the Owner.
- Draft, review, and/or approve the plans, specifications, and other contract documents for assigned capital projects.
- Coordinate the work of consultants and contractors with the appropriate City staff.
- Inspect the work for conformance with the approved plans.
- Secure and manage field investigation services, such as geotechnical engineering, in advance or during construction.
- Review and manage the various versions of design documents issued or modified over the course of the project.
- Negotiate change orders on behalf of the Owner.
- Issue stop work orders when the contractor fails to correct the work in accordance with prior direction.
- Review and approve or reject pay applications.
- Monitoring the project schedule and budget.
- Review and approve, renegotiate, or reject contractor requests for charges against the approved project contingencies.
- Provide periodic updates to City staff and managers.
- Prepare and issue project related memorandum, letters, or other instruments covering decisions made on behalf of the Owner during the project.
- Review and respond to (RFI) and product submittals in coordination with the project architect and engineer of record.
-

We are confident that with our extensive experience and qualified professional staff, we are the best choice to provide the City with professional engineering services. If there is any additional information you may need, please do not hesitate to contact us directly. We look forward to becoming part of your team and eagerly await a positive response.

Sincerely,
FBG Engineers & Consulting, Inc

Majid Fouladi, CGC, LEED
Vice President - Senior Project Manager

STATEMENT OF QUALIFICATIONS

Below and on the next pages, please find our firms licensing. Additionally, we have listed on each key staff member's resume any licenses/certifications that they may have.

State of Florida Department of State

I certify from the records of this office that FBG ENGINEERS & CONSULTING INC. is a corporation organized under the laws of the State of Florida, filed on May 29, 2018.

The document number of this corporation is P18000048676.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 26, 2023, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of February,
2023*




Secretary of State

Tracking Number: 5007517497CC

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

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





Florida
dbpr
Department of Business
& Professional Regulation

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LICENSEE DETAILS

7:10:34 PM 3/5/2023

Licensee Information

Name:	FBG ENGINEERS & CONSULTING INC. (Primary Name)
Main Address:	5401 S KIRMAN RD UNIT 241 ORLANDO Florida 32819
County:	ORANGE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	32829
Status:	Current
Licensure Date:	10/16/2018
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

[View Related License Information](#)
[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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FBG
Engineers & Consulting Inc.

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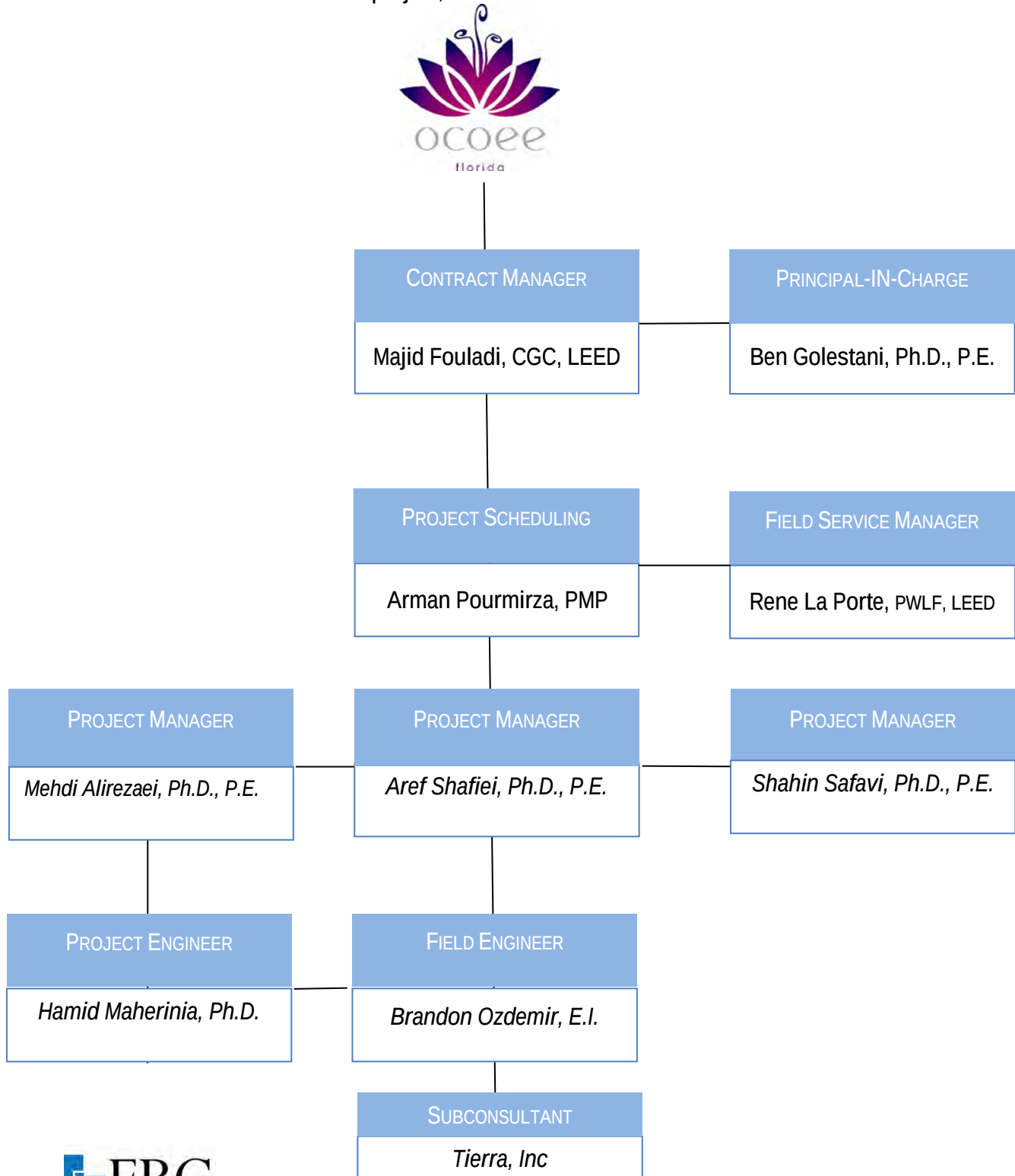
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Key Personnel

Team Member and Role	Yrs. Of Exp.	Education/Licenses
Majid Fouladi, GC, LEED VP - Senior Project Manager	32	B.S. in Mechanical and Civil Engineering
Ben Golestani, Ph.D., P.E. President - Principal Consultant Geotechnical, Pavement, CMT	17	Ph.D. in Civil Engineering University of Central Florida Professional Engineer-Florida
Arman PourMirza, PMP Project Manager Client Service Manager	13	B.S in Aerospace and Mechanical Engineering University of Central Florida
Rene La Porte, PWLF, LEED QA/QC Officer	37	A.S. in Industrial Management M.C. in Applied Project Management
Mehdi Alirezaei, Ph.D., P.E. Geotechnical & Structural Engineer	9	Ph.D. in Civil Engineering University of Central Florida
Shahin Safavi, Ph.D., P.E. Project Engineer	9	Ph.D. in Civil Engineering North Carolina State University
Hamid Maherinia, P.E. Special Inspector	9	MS in Civil Engineering Professional Engineer-Florida
Aref Shafiei, Ph.D., P.E. Structural Engineer	6	Ph.D. in Civil Engineering Kansas State University
Brandon Ozdemir, E.I. Construction Inspector	6	B.S. in Civil Engineering University of Central Florida
Jon D Hine, GC Construction Manager	40	B.S. in Building Construction University of Florida
Tierra, Inc Subconsultant	30	Geotechnical, Environmental and Construction Materials Testing Engineering Firm.

ORGANIZATIONAL CHART AND RESUMES

The team is exclusively gathered for this contract, once established, this team will be 100% available and remain intact for the entire project, is maintained for the life of the contract.





MAJID FOULADI, CGC, LEED

President - Senior Project Manager

32 Total Years of Experience

EXPERIENCE

History of maintaining the highest levels of quality while maintaining full adherence to all deadlines, budgets, and specifications. Skilled In managing projects to ensure deliverables are met on time and under budget. Highly skilled in reading and interpreting blueprints. In-depth knowledge of building codes permits and OSHA safety standards. Adept at managing materials, maximizing resources, and optimizing manpower. Talented in developing and motivating construction teams to peak performance levels. Reputation for superior problem solving and customer relationship management skills.

KEY STRENGTH

- Project Timelines Development Expansion
- Project Management
- Quality Assurance
- Negotiations
- Infrastructure/Highways/Bridges and Vertical Estimates
- Strategic Planning
- Infrastructure Improvement

EDUCATION

B.S. in Civil and Mechanical Engineering, Florida International University



Maguire Rd & W Colonial Dr



Miami River Bridge



Universal Studio Water Park

HIGHLIGHTS OF EXPERIENCE

- Seasoned manager of up to 150 combined staff, direct and indirect, in engineering and construction areas encompassing proposals, programs, projects, modeling, prototypes, and construction. This includes office, field and site staff.
- Manager for multiple projects, programs and contracts at various locations including the budgets and accounting for those locations, departments, assets and projects in the engineering field including P&L, bearing in mind P&L ratio and budget adherence.

MAJID FOULADI, GC, LEED

HIGHLIGHTS OF EXPERIENCE

- Competent technical and commercial presentation, proposal, report and manual (i.e.; safety/health, study guidelines, plans, feasibility studies.
- First line business development with strong account retention through commitment to service quality standards and client/company satisfaction.
- Development and preparation of Methods of Procedures, Front end planning, Technical Reviews
- Expert in Construction of governmental, facilities & commercial infrastructure projects; Improvement projects; Engineering performance and quality assurance; Architecture; Site Safety and OSHA standards; Budgeting and cost control; Bidding/Estimating/Proposals; Accounting & financial management; Business planning & analysis; Global operations and logistics; Business growth strategy development; Financial Analysis Reporting Performance Measurement Resource Management. Specification development, acceptance testing, installation, start up, Strong Engineering skills with a practical bias including the ability to lead the design and construction of projects.
- Solid in Permitting, Lead the development of the project scope and basis of design through to execution of the chosen option, Engineering Technical Practices and relevant codes & standards, Process Hazard Analysis, site Management of Change process control. Implementation and closed out.
- Skillful in Analysis's financial risks trend, opportunities, forecasts and economic implication. Solid knowledge of leading design-build teams, facility/equipment scope development and assessments.
- Advanced knowledge of related Civil, mechanical & electrical systems in industrial settings. Procurement, change management, tracking, strong interpersonal skills. Interpretation plans and specifications for any project.
- Expert in advising clients on how to plan their approach to Program and Project management for all projects.
- Evaluating information and in proactively finding solutions for design and construction projects without client guidance, proposals; Quote and cost analysis; Document verification; Contractor pre-qualification; Project award pre-construction meetings; Sustainable Strategies.
- Knowledgeable in Highways, bridges, utilities, roadways, Theme Parks transportation (FDOT), safety/health (OSHA) and other regulations in the USA, the Middle East and other countries.



BEN GOLESTANI, PH.D., P.E.

Principal-in-Charge

17 Total Years of Experience

EXPERIENCE

Dr. Golestani serves as President and Principal Consultant at FBG Engineers and Consulting Inc. He is a licensed Professional Engineer in the state of Florida. He has extensive professional experience in civil engineering including geotechnical, construction and construction material testing and is intimately familiar with the AASHTO, ASTM, FHWA, FDOT procedures, regulations, and guidelines. He has over 17 years of industrial and academic engineering practice in the USA and abroad that encompasses field and laboratory investigations, instrumentation, design and construction.

KEY STRENGTH

- Geotechnical Engineering – Design & Construction
- Construction Materials Testing
- Project Management and Control Lead
- Plan and Specification Preparation
- In Depth Knowledge of Building Codes
- Negotiation
- Problem Solver – Vertical Construction Issues

EDUCATION

Ph.D. in Civil Engineering, University of Central Florida

PROFESSIONAL REGISTRATION

Professional Engineer-FL (No. 84787)

RELATED EXPERIENCE

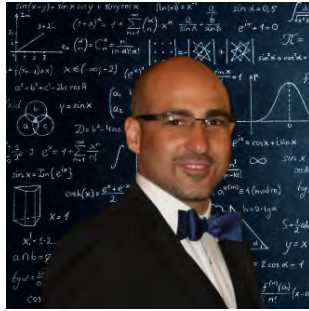
- Intertek-PSI, Principal Consultant, 6 years
- Ronin Pars Co., Construction Project Manager, 9 years



Universal Creative, Project 749

REPRESENTATIVE PROJECTS

- Universal Creative, Project 749, Orlando, FL
- CREOL Building Addition, UCF, FL
- OCPS Bus Facility Expansion, Orlando, FL
- Lake Nona Mixed-Use Building Garages, FL
- Bluford and Main St., City of Ocoee, FL
- Lake Nona Town Center Phase II, Structures including Hotel, Multiple Buildings, Garages, 137 Acres, FL
- Lake Nona Resort, Parcel 10 - Phase I & II, Lake Nona, Orange County, FL.
- Greenway Parcel 5, Boggy Creek Rd, FL
- Harris Building 25 Addition, FL
- Lake Nona Resort, Parcel 10 - Phase I & II,
- HQ Office Buildings & Parking Garage, Lake Nona Town Center
- Sunbridge Residential Phase 1, Neighborhoods A & B, Orange County, FL.
- Beulah Commerce Center, Winter Garden, Orange County, FL



ARMAN POURMIRZA, P.M.P.

Project Manager

11 Total Years of Experience

EXPERIENCE

Mr. Pourmirza has served as Project Amanger on various large scale construction projects, including the design & construction of numerous schools throughout the Central Florida area. Mr. Pourmirza is a mechanical engineer by trade and has a proficient background in designing mechanical systems such as chillers and other air handling systems. He also has an in-depth understanding of the city's policies and procedures, allowing for high levels of project efficiency and quick project turn around.

KEY STRENGTH

- Mechanical Engineering – Design & Construction
- Large Scale Construction
- Planning & Scheduling
- Project Management
- Financial Review & Consulting
- Integrated Workflow Management
- Negotiation
- Problem Solver – Mechanical Systems & Construction Issues
- Project Cost Analysis

EDUCATION

- B.S. in Aerospace Engineering
- B.S. in Mechanical Engineering

PROFESSIONAL REGISTRATION

Project Management Professional - FL (No. 2165533)

RELATED EXPERIENCE

- Orange County Public Schools, Project Manager, 3 yrs
- Seminole County Public Schools, Resource Conservation & Performance Manager, 3yrs

OVERVIEW OF EXPERIENCES

- Project Manager of large-scale educational building construction
- Proficient with project scheduling & resource loading software
- Scope determination of large-scale mechanical projects
- Mechanical equipment qualification & designation
- Building Plan & Document review
- Project Performance Review & Consulting
- Multi-Party communication
- Quantity & Billing Oversight
- Integrated workflow implementation
- Resource allocation
- Emergency Plan Management
- Contract Review & Support



RENE LA PORTE, PWLF, LEED

Field Service Manager & QA/QC Officer

37 Total Years of Experience

EXPERIENCE

Mr. La Porte is a high-caliber, high-energy entrepreneur and field manager with over 30 years of experience. He has hands-on experience of construction operations, facility maintenance, process design, enterprise planning, materials handling, and organizational development with various Southeast US Construction contractors. Mr. La Porte is widely recognized for his expertise in new business development, strategy formulation, program implementation, cost savings, & personnel management, allowing him to successfully implement various high-impact construction projects.

KEY STRENGTH

- Construction Management
- Strategic Planning
- Regulatory Compliance
- Fiscal Management
- Process Improvement
- Constructability Review & Inspection
- Conflict Resolution
- Relationship Building
- Negotiation
- Project Accountability

EDUCATION

- A.S. in Industrial Management Technology, St. Petersburg College
- M.C. in Applied Project Management, Villanova University

PROFESSIONAL REGISTRATION

Certified General Contractor – FL (CGC058180)
 Certified Underground Utility Contractor – FL (CUC057424)
 Certified Plumbing Contractor – FL (CFC1428094)

RELATED EXPERIENCE

- Platinum Services Group, President, 14 yrs.
- Haines City, Asst. Director of Public Works, 4yrs
- Chesterfield Properties Inc., Vice President, 6yrs

OVERVIEW OF EXPERIENCE

- Creative development & implementation of facility construction & maintenance
- Completion of major projects involving various government entities & regulations
- Formation & motivation of cross-functional teams to achieve peak project performance.
- Mold Assessment & Remediation
- West Orange Trail Improvements, Orange County, FL
- Maintaining the highest level of client satisfaction and quality control.
- Familiar with a wide variety of materials including steel, concrete, composites, & plastics.
- DEP Water distribution Systems



MEHDI ALIREZAEI, PH.D., P.E.

Project Engineer

9 Total Years of Experience

OVERVIEW OF QUALIFICATIONS

- Civil and structural engineer skilled in all phases of engineering operations.
- Excellent understanding of integrated project workflows
- Development of architectural, structural, Environmental impact assessment and energy analysis models in Autodesk platform.
- Team member who coordinates and liaises with engineers of other disciplines, vendors and clients.
- Design of different types of structures such as: Equipment Structures, Equipment Foundations, Tower Foundations, Access Platforms, Pits, Culverts (underground structures).
- Writing, communication, problem solving, and teamwork skills.
- Immense experience in administering efficiency for all commercial and industrial facilities.

EDUCATION

- Ph.D. in Civil Engineering, University of Central Florida

EXPERIENCES

- Equipment structure design (Deaerator, Aircooler, Vessel, Exchanger supporting structures, cable trays)
- Design of steel platforms, warehouses and trusses.
- Design of buildings with residential and commercial occupancy.
- Controlling of the structural drawings produced by draftsmen.
- Experienced in providing all the supporting documentation (calculation notes, drawings and calculation program files, MTO, MR, BOQ).
- Fluent at application of civil and structural Software.
- Assisted technology partners to assess all efficiency technologies
- Performed costs analysis for all efficiency processes.
- Analyzed technical and economic data and maintained record on spreadsheet.
- Assessing deep foundations structural integrity including Cross Hole Sonic Logging (CSL), Thermal Integrity Profiling (TIP), and low- strain Pile Integrity Testing (PIT).
- Preparing project-specific reports regarding structural foundations.



SHAHIN SAFAVIZADEH, PH.D., P.E.

Project Engineer
(Part Time)

9 Total Years of Experience

OVERVIEW OF QUALIFICATIONS

- Civil and geotechnical engineer skilled in all phases of engineering operations.
- Excellent understanding of integrated project workflows
- Greatly experienced in preparing soil characteristic reports
- Expert in preparing quantities and bill of materials
- Analysis of seepage and slope stability
- Design and construction of shallow and deep foundations
- Immense experience in administering efficiency for all commercial and industrial facilities.

EDUCATION

- Ph.D. in Civil Engineering, North Carolina State University

RELATED EXPERIENCE

- Ardaman and Associates, Inc / Tetra Tech, Inc., Project Engineer, 2018-2019
- Pars GeoEnviro Company, Project Manager, 2005-2013

EXPERIENCES

- Project Manager of a construction site of 7-story steel residential building
- Scheduling and project management with Microsoft Project, providing the required resources, supervising ongoing projects, making contracts with subcontractors.
- Designing the landfills for mining industry waste disposal
- Equipment structure design (Deaerator, Aircooler, Vessel, Exchanger supporting structures, cable trays)
- Design of shallow and deep foundations
- Design of buildings with residential and commercial occupancy.
- Controlling of the structural drawings produced by draftsmen.
- Attending meetings of property owners, engineers and architect firms / Follow up on meeting action items.
- Performed costs analysis for all efficiency processes.
- Assessing deep foundations structural integrity including Cross Hole Sonic Logging (CSL), Thermal Integrity Profiling (TIP), and low- strain Pile Integrity Testing (PIT).

**HAMID MAHERINIA, P.E.**

Project Engineer

11 Total Years of Experience

EXPERIENCE

Mr. Maherinia has over a decade worth of experience in the civil & geotechnical engineering industries. He has acted as Civil engineer & Senior roadway inspector on various large scale construction projects involving numerous different public and private entities, including but not limited to FDOT, City of Orlando, & Orange County. Mr. Maherinia has in depth knowledge of a wide range of different soil & foundation testing methods such as drilled shaft cross hole sonic logging, drilled shaft thermal integrity profiling, pile driving monitoring, and High/Low Strain dynamic load testing. Mr. Maherinia's experience makes him a key team member and allows FBG to provide the best quality product applicable.

KEY STRENGTH

- Civil Engineering- Design & Construction
- Geotechnical Engineering- Design & Construction
- Regulatory Compliance
- Foundation Analysis & Design
- Hazardous Material Handling
- Constructability Review & Inspection
- Fiscal Management & Review
- Critical Structure Construction
- Advanced MOT Compliance

EDUCATION

- M.S. in Geotechnical Engineering, University of Central Florida
- B.S. in Civil Engineering, Isfahan University of Technology

PROFESSIONAL REGISTRATION

Professional Engineer – FL (84214)

RELATED EXPERIENCE

- CDM Smith, Civil Engineer/Senior Inspector, 6 yrs.
- GRL Engineers, Civil Engineer/Senior Inspector, 5 yrs.

REPRESENTATIVE PROJECTS

- SR-200 (Callahan)
- SR-134 (103rd Street)
- SR-152 (Baymeadows Rd)
- SR-212 (Beach Boulevard)
- Batten Island Wetland Restoration
- SR-104 (Dunn Avenue)
- SR-15 (Roosevelt Expressway)
- US-8 (I-10 at I-295)
- US-17 (Park Avenue)
- SR-50 (District 2)



BRANDON OZDEMIR, E.I.

Project Manager

6 Total Years of Experience

EXPERIENCE

Mr. Ozdemir has nearly a decade's worth of experience in the Construction Engineering & Project Management industry. He has served as an Construction Inspector, Project Manager, Contract Support Specialist & Field Engineer on numerous projects for both the private and public clients, including but not limited to Orange County, City of Orlando, City of Windermere & ,of course, our beloved City of Ocoee. Mr. Ozdemir has extensive experience managing public improvement projects for various public entities and is very familiar with the city's policies and procedures.

KEY STRENGTH

- Civil Engineering – Design & Construction
- Project Management
- Planning & Scheduling
- Quality Control
- Communication
- MOT Planning & Review
- Plan Review
- Problem Solving – Construction Issues

EDUCATION

- B.S. in Civil Engineering, University of Central Florida

PROFESSIONAL REGISTRATION

Engineer In Training - FL (No. 1100026493)

RELATED EXPERIENCE

- American Persian Engineering & Construction, Project Manager, 4 yrs
- Mercon Construction, Asst. Project Manager, 2 yrs

REPRESENTATIVE PROJECTS

- Lake Gear Drainwell Improvements, Orlando, FL
- Callahan Dr Drainwell Improvements, Orlando, FL
- OCCI Hidden Pond Preserve Observation Pier, Orlando, FL
- Meredith Pkwy Sidewalk Safety Improvements, Orange County, FL
- Power Demonstration Garden, City of Ocoee, FL
- McCulloch Rd Sidewalk Safety Improvements, City of Ocoee, FL
- Traffic Calming Improvements, Orange County, FL.
- West Orange Trail Improvements, Orange County, FL
- Motorcar Concepts Parking Lot Improvements, Orlando, FL
- OC Convention Center Repairs, Orlando, FL
- Central Florida Pkwy & Westwood Blvd Emergency Roadway Repairs, Orange County, FL
- W. Church Street Roundabout Improvements, Orlando, FL.
- Cedar Bend Neighborhood Improvements Orange County, FL

FBG'S Team Successfully Completed Projects

➤ CITY OF OCOEE, PUBLIC WORKS DEPARTMENT

FBG served as owner representative for the City Public Work Department during 2019 through 2021. Below is a summary of the performed tasks:

- Review plans, specifications and construction documents for consistency, coordination of technical disciplines, constructability, and value engineering.
- Review design plans and provide recommendations as needed.
- Assist with selection of design, engineering, testing and inspection professionals
- Review and monitor design schedule and to ensure adequate progress is being made.
- Review and made recommendations as required, on the construction plans.
- Perform value engineering as required.
- Review and make recommendations, as required, on the proposed Temporary Traffic Control program.
- Recommend an Approval and Review process for the City's approval and the Design Builder's implementation.



➤ Orange County Convention Center

(Figure 1) is one of our accomplishments in the past:



FIGURE 1: A REPRESENTATIVE PROJECT, ORANGE COUNTY CONVENTION CENTER

As mentioned earlier, FBG provides a wide range of design and construction advisory services in Florida and beyond. Presented herein is a summary of construction management and design services by FBG along with the correspondent scope of work and related past experiences.

- Program Management
- Cost Estimating and Management
- CPM Scheduling
- Construction Consulting
- Provided design recommendations
- Reviewed Plans
- Surety Consulting & Support

➤ Program Management

In today's construction environment, projects have become so large that a higher level of construction management (Program Management) is often required. FBG provides a range of services throughout a program, from early feasibility studies to move-in and start-up of operations. Our construction professionals will develop and oversee the award of contracts, procure materials, develop budgets and schedules, and manage the necessary reporting and communications to ensure project success. Services are tailored to meet each owner's individual needs.

FBG's record of success on program management assignments is built by the dedicated teams we assemble at the beginning of a program. Our approach keeps this same team involved throughout the project so that there is a deep understanding of the client's goals and project delivery preferences.

Working side-by-side with the owner and the design team, FBG develops integrated plans for logistics, management of budgets and schedules to coordinate the worksite for the most efficient use of resources.

Program Management services include:

- Providing a single point of management throughout the entire design and construction process
- Developing the scope of work for various project participants
- Assisting with selection of design, engineering, testing and inspection professionals
- Maximizing front-end planning to expedite the construction process
- Managing programming, planning, design and construction
- Serving as an extension of our clients' existing staff
- Suggesting a variety of delivery systems for design and construction
- Establishing and managing budget and schedule
- Providing value engineering input and cost analysis
- Preparing bid packages and managing the bid process
- Establishing and maintaining quality control standards
- Providing periodic reports reviewing the status of each project



FIGURE 2: PROJECT REPRESENTATIVE, LOEWS PORTOFINO BAY HOTEL AT UNIVERSAL ORLANDO

➤ Construction Management

FBG's scope of services is tailored to match each client's specific needs. Our focus is on efficient and effective management, which is aimed at protecting the interests of our client.

Our staff has managed the construction of a variety of facilities for a multitude of clients: educational and municipal facilities, health care facilities, firehouses, community centers, libraries, industrial and wastewater treatment plants, bridges, roadways and housing projects to name a few.

The FBG team of seasoned construction managers assigned to each project takes pride in the services they provide. Our management teams provide project leadership and maintain a focus on the construction schedule. They effectively communicate with the project participants, monitor the work and progress of trades, facilitate coordination, provide project documentation, and follow-up on details and issues until resolved. This maximizes the value our clients achieve for their construction budget.

Construction Management services include:

- Professional on-site management
- Cost estimating and value analysis
- Effective communication
- Phasing alternatives/milestones
- Constructability reviews
- General conditions and contract requirements
- Bid/procurement process assistance
- Schedule development and schedule monitoring
- Leadership of coordination meetings
- Contract administration and management
- Quality assurance enforcement
- Progress and financial reporting
- Documentation and file maintenance
- Change order management
- Contract closeout supervision

➤ Cost Estimating and Management

Among the five common project discriminators – time, cost, quality, performance and scope – most clients concentrate their efforts on determining and controlling project costs. FBG recognizes the importance of having accurate cost estimates before a shovel even goes in the ground. Accurate estimates are needed to effectively budget, to verify or modify design decisions at the various stages of the project development, and to analyze the accuracy and fairness of contractor bids.

Our Certified Cost Engineers (CCE) and staff of cost estimators and consultants have the credentials and experience to provide estimates that are, on average, accurate to within 5% of bids received.

FBG prepares estimates at the various stages of project development, utilizing a Work Breakdown Structure (WBS) to code all our estimate items. The WBS allows us to quickly sort and summarize the cost information according to client need. Our estimates will utilize the latest prevailing wage data with our own material and labor productivity costs database. Our cost estimating, and management expertise encompasses a wide variety of services.

Cost Estimating and Management services include:

- Conceptual estimates
- Pre-bid estimates
- Cash flow modeling and trending
- Project/program budgets
- Life cycle costs
- Value analysis
- Value engineering cost estimates
- Phasing bid packages
- Analyzing bids and unbalanced bid checks
- Developing schedules of values
- Assessing progress payments
- Estimating and checking change orders



REPRESENTATIVE PROJECT, VALENCIA COLLEGE

➤ CPM Scheduling

FBG provides Critical Path Method (CPM) scheduling services, an essential requirement for effective project management. Our services include the preparation, analysis and updating of baseline schedules based on actual project progress. These services allow our clients to effectively plan and organize the work, measure progress, quantify impacts and adjust to changes with maximum efficiency.

Our work product and deliverables are prepared using the latest versions of the industry's scheduling software, including Primavera and MS Project®. FBG's reporting protocols are customized to our client's needs and reflect the requirements of various levels of personnel that will review the scheduling information from project staff to company executives. We also have the capability to link our scheduling and estimating software programs with project management software, such as Prolog®.

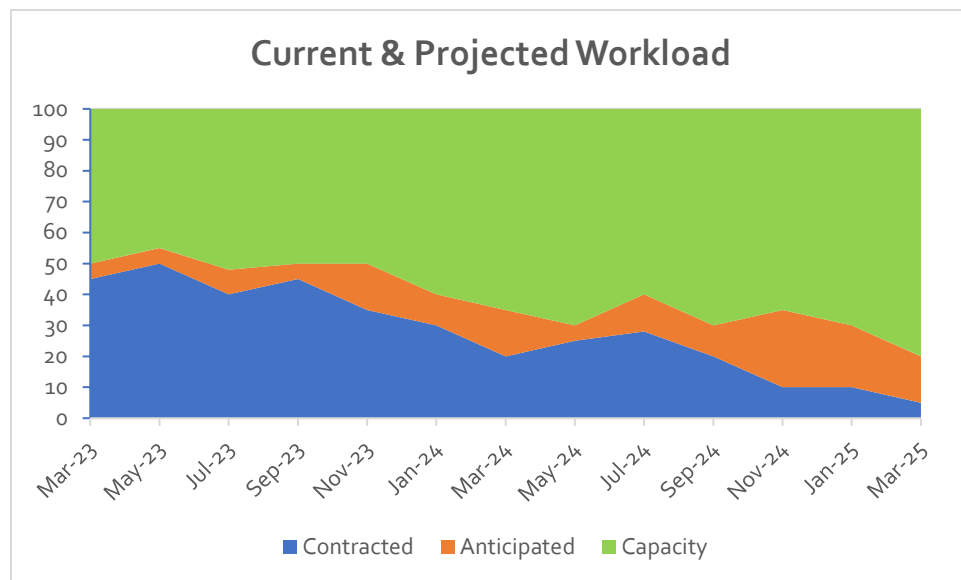
Scheduling services include:

- Master program schedules
- Design phase schedules
- Construction phase schedules
- Completion and turnaround schedules
- Window and look-ahead schedules
- Recovery schedules
- Contract time determination for bids (engineer's estimate of time)
- Cost and resource loading of CPM schedules
- Periodic updating of schedules
- Preparation of schedule reports
- Schedule analysis and trending
- Progress completion verification (percent complete)
- Review and analysis of schedules prepared by others
- Analysis, preparation and/or testimony regarding delay and disruption claims

Current and Projected Workload

As stated earlier, our assembled team for this contract will be 100% available for the life of this contract. To be more specific, below is a summary of our current and future workload.

It should be noted that, FBG is currently in transition to lightwork load. As a summary for the upcoming year, our team has on the order of 40% to 60% available capacity to assign for this contract.





FBG's Hourly Rate

Table below provides the hourly rates for project team members. The rate for any other role will be provided upon request.

Job Classification	Hourly Rates
Principal Engineer	\$195.00
Senior Project Manager	\$145.00
Project Engineer	\$110.00
Staff Engineer	\$90.00
Senior Technician	\$70.00
CAD/Drafting Services	\$85.00
Administrative/Clerical	\$65.00

FBG'S LICENSES





References

- 1- Mr. Steve Krug
Public Works Director
City of Ocoee
Phone: (407)905-3170

- 2- Mr. Mark Gisclar
Public Work Director
City of Casselberry
Phone: (407) 262-7725
mgisclar@casselberry.org

- 3- Mr. Phil A. D'Aniello, Esq
Fassett, Anthony & Taylor, P.A.
Phone: 407-489-5766
pdaniello@fassettlaw.com

24. **SUMMARY OF LITIGATION:**

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

NONE

25. **ACKNOWLEDGEMENT OF ADDENDA:**

Bidder acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>February 23, 2023</u>
No. <u>2</u>	Dated <u>March 2, 2023</u>
No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u>



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

February 23, 2023

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFP #23-005
CONTINUING OWNER'S REPRESENTATIVE FOR CITY PROJECTS,
INCLUDING FEDERAL GRANT FUNDED ARPA PROJECTS

This addendum shall modify and become a part of the original RFP Documents for RFP #23-005. This addendum consists of one (1) page. Respondents should acknowledge receipt of this addendum in the space provided on Page 15 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. Are the cover, Table of Contents, and resumes included in the 30-page limit?

A1. The cover letter and resumes are included in the page limit. The Table of Contents is excluded from the page limit.

Shannon Hopper

Shannon Hopper
Purchasing Technician

cc: Jamie Croteau, Utilities Director

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Larry Brinson Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

March 2, 2023

ADDENDUM NO. TWO (2)
CITY OF OCOEE
RFP #23-005
CONTINUING OWNER'S REPRESENTATIVE FOR CITY PROJECTS,
INCLUDING FEDERAL GRANT FUNDED ARPA PROJECTS

This addendum shall modify and become a part of the original RFP Documents for RFP #23-005. This addendum consists of one (1) page. Respondents should acknowledge receipt of this addendum in the space provided on Page 15 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. Does the City of Ocoee have a list of firms under continuing contract with the City that would be excluded from participating as a sub-consulting firm?

A1. No, the city does not maintain a debarred list; however, the federal government does. Any firm appearing on the debarred list maintained by the federal government would be excluded. See RFP #23-005, Page 33, (H) Debarment and Suspension (Executive Orders 12549 and 12689).

Q2. Regarding section Submittals II. Firm's Hourly Rates, are there specific roles, i.e., Project Manager etc., requested to be submitted?

A2. Include all applicable roles and the respective rate for each. The role titles listed in the RFP under Firm's Hourly Rates were provided as an example. The City understands titles may for each firm.

Q3. Regarding section G. Evaluation Criteria, how will "4. Firm's Hourly Rates" be evaluated and scored?

A3. Hourly rates will be reviewed and scored 0-10 points.

Q4. Is this procurement governed by CCNA?

A4. No.

Shannon Hopper

Shannon Hopper
Purchasing Technician
cc: Jamie Croteau, Utilities Director



**EXHIBIT “B”
RFP CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

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

Indicate by check mark 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:

FBG Engineers & Consulting, Inc

Firm Name

Signature

Majid Fouladi, VP

Name and Title (Print or Type)

03/06/2023

Date

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFP #23-005

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.

FBG Engineers & Consulting, Inc

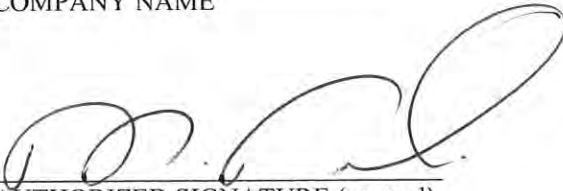
COMPANY NAME

407-832-1362

TELEPHONE (INCLUDE AREA CODE)

mfouladi@fbgconsultants.com

E-MAIL ADDRESS



AUTHORIZED SIGNATURE (manual)

Majid Fouladi, VP

NAME/TITLE (PLEASE PRINT)

5401 S Kirkman Rd, Suite 336

STREET ADDRESS

Orlando FL 32819

CITY STATE ZIP

FEDERAL ID # 83-0719904

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

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this 6th day of March, 2023

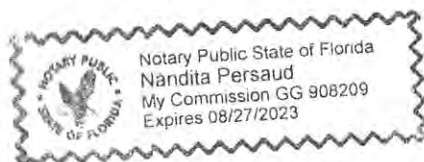
Personally Known ☒ or

Produced Identification _____

(Type of Identification)



Signature of Notary Public



Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "D"
NON-COLLUSION AFFIDAVIT

STATE OF FL

COUNTY OF Orange

Majid Fouladi, being first duly sworn deposes and says:

1. He (it) is the Partner, Agent
(Owner, Partner, Office, Representative or Agent)
of FBC Engineers & Consulting Inc, 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: M. Fouladi
Title: VP of Eng & Const.

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or
☐ online notarization, this 6th day of March, 2023 by Majid Fouladi
in the state of Florida County of Orange.

Nandita Persaud
Notary Public
My Commission Expires: 08/27/2023

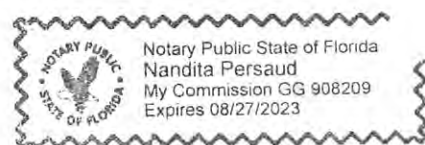


EXHIBIT “E”
DRUG-FREE WORKPLACE CERTIFICATION

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: FBG Engineers & Consulting, Inc

Signed: 

By: Majid Fouladi
(Print or Type Name)

Title: VP

Date: 3/6/23

EXHIBIT "F"
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 F13G ENG. CONSULT. (Entity)
by Majid Fouledi, VP of Eng & Const.
(Print individual's Name & Title)

whose business address is 5401 S. Kirkman Rd
Suite 336, Orlando, FL 32819

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 FOR ONE YEAR FROM THE DATE OF EXECUTION. 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: 03/06/23

FBG Engineers & Consulting Inc.
Name of Bidder (Contractor)

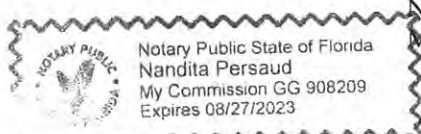
STATE OF FL

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, by means of ☒ physical presence or ☐ online notarization,

Majid Fouladi who, after first being sworn by me,
(Name of Individual Signing)

affixed his/her signature in the place provided above on this 6th day of
March, 2023



Notary Public Nandita Persaud
My Commission Expires: 08/27/2023

EXHIBIT "G"
CERTIFICATION OF NON-SEGREGATED FACILITIES

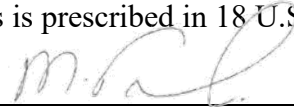
The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies 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 3/6, 2023 .



By: Majid Fouladi

VP

(Title)

Official Address (including Zip Code):

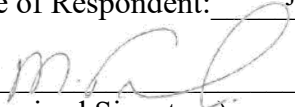
5401 S Kirkman Rd, Ste 336

Orlando, Florida, 32819

EXHIBIT “H”
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: Majid Fouladi

By: 
(Authorized Signature)

Title: VP

Date: 3/6/2023

EXHIBIT "I"
CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the City of Ocoee for RFP 23-005

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 Majid Fouladi 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 Majid Fouladi 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 3/6, 2023.

By: 
(Signature of Authorized Official)

FBG Engineers & Consulting, Inc
(Name of Construction Contractor or Subcontractor)

5401 S Kirkman Rd, Ste 336, Orlando, FL, 32819
(Address of Construction Contractor or Subcontractor)

407-832-1362
(Telephone Number)

83-0719904
(Employer Identification No.)

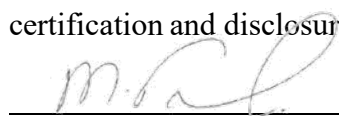
EXHIBIT “J”
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] FBG Engineers & Consulting, Inc 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] FBG Engineers & Consulting, Inc, 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

Majid Fouladi, VP

Name and Title of Contractor’s Authorized Official

3/6/2023

Date

EXHIBIT “K”
2 C.F.R. APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

*See notes on the last page of this section regarding the application of the Davis-Bacon Act for ARPA funded projects.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C.](#)

[1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) [§ 200.323 Procurement of recovered materials](#) - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

(L) § 200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

END OF 2 C.F.R. APPENDIX II TO PART 200

*NOTE: For federal grant funded ARPA projects, the Davis-Bacon Act applies to infrastructure projects over \$10 million. Additionally, recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when CSFRF/CLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

Wage Determinations can be located at <https://sam.gov/content/wage-determinations>.

END OF SECTION

EXHIBIT “L”

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.

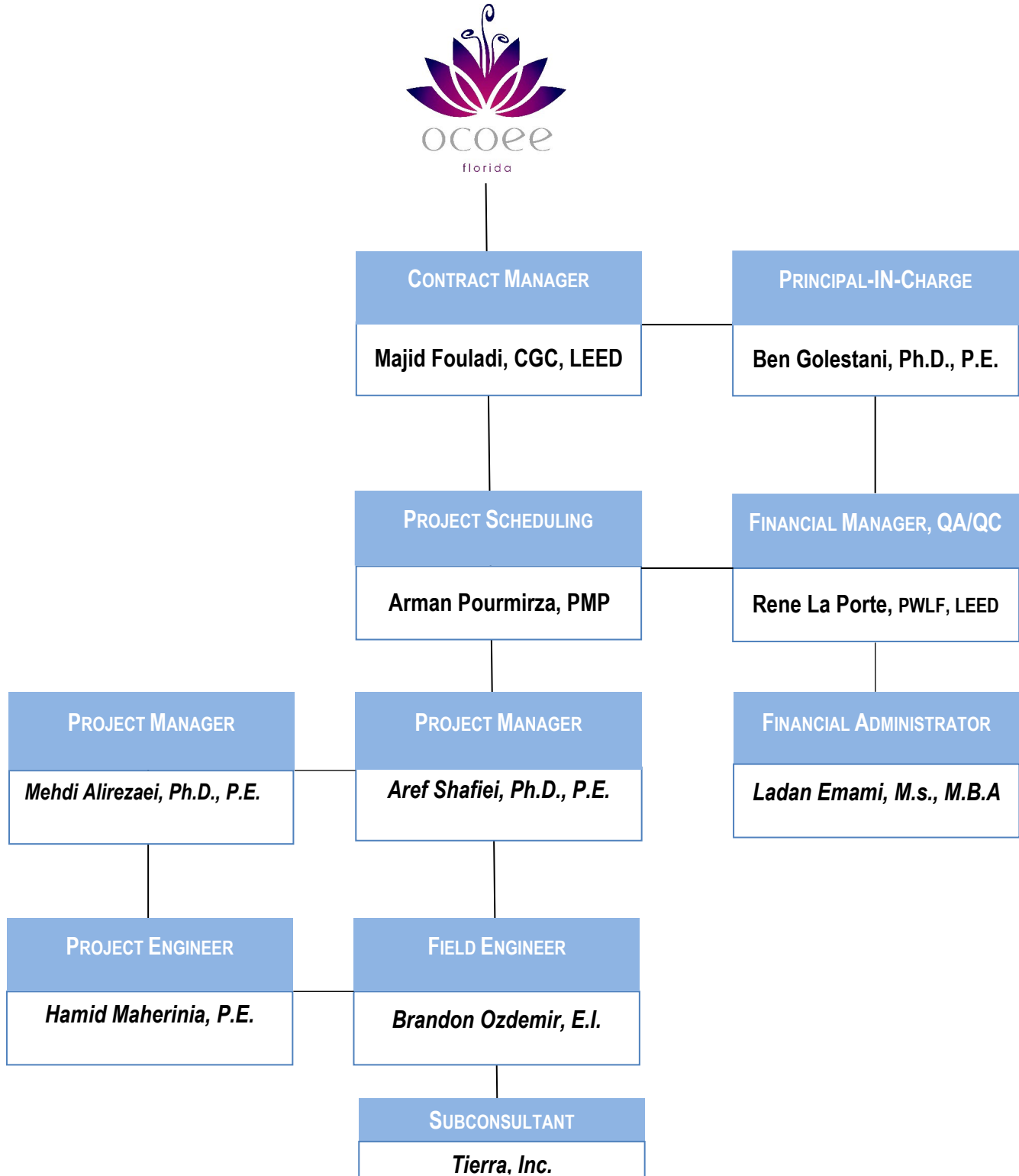
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

END OF SECTION

ORGANIZATIONAL CHART





**5 Years Old Company
with 30+ Years of Solid
Experience!**



**Located Less Than 20
Minutes from The
City**



**Actively Working on
Projects from The City of
Ocoee**



**Variety of Expertise
Available In-House**

- **About FBG:**

- **Services Provided:**

- 1- Civil, Utilities (i.e. water & sewer), Geotechnical and Structural
- 2- Owner Representatives
- 3- Construction Engineering and Inspection
- 4- Project and Construction Management

- **Understanding of the Program & Project Requirements:**

- 1- FBG will manage federal regulations and financial aspect of the contract.
- 2- FBG can work with the City's Project Manager and project design consultants to update or modify bidding and contract documents to adequately protect the City of Ocoee in ARPA projects.
- 3- Act as the City's agent and execute documents associated with the project.
- 4- Draft, review, and/or approve the plans, specifications, and other contract documents for assigned capital projects.
- 5- Inspect the work for conformance with the approved plans.
- 6- Negotiate change orders on behalf of the City.
- 7- Review and approve or reject pay applications.
- 8- Monitoring the project schedule and budget.
- 9- Review and approve, renegotiate, or reject contractor requests for charges against the approved project contingencies.
- 10- Provide periodic updates to City staff and managers.

- **Why Choose FBG:**

- 1- We are very familiar with federal grant programs and federal financial management regulations.
- 2- FBG's team has successfully managed over a quarter billion dollars of Federally Funded Capital Improvement Projects.
- 3- Strong background in Utility work projects.
- 4- A variety of expertise is available in-house making FBG more efficient and less costly for the City.
- 5- As a result of our team's assistance to Osceola County in modifying their bid and construction documents over the past few years, they have more than tripled the number of construction projects that are federally funded.

Hopper, Shannon

From: Hopper, Shannon
Sent: Friday, April 14, 2023 3:24 PM
To: Croteau, Jamie; Bolling, Jen; Corless, Ginger; Hopper, Trent; Eggerichs, Brandy
Cc: Tolbert, Joyce
Subject: FW: RFP 23-005 Continuing Owner's Rep for City Projects, Including ARPA

Good afternoon, Evaluation Committee:

As indicated in the below email I received this afternoon from Chris Spillman, CSA Consulting Group withdraws from RFP #23-005 Continuing Owner's Representative for City Projects, Including Federal Grant Funded ARPA Projects and will not attend the interview on Monday.

Please do not reply to all.

Shannon Hopper

Purchasing Technician

City of Ocoee

1 N. Bluford Avenue

Ocoee, FL 34761

☎PH: 407-905-3100 x 1524

✉E-mail: shopper@occoee.org

Website: www.occoee.org

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.

From: Hopper, Shannon
Sent: Friday, April 14, 2023 3:09 PM
To: 'chris.spillman@csaconsultinggroup.com' <chris.spillman@csaconsultinggroup.com>
Subject: RE: RFP 23-005 Continuing Owner's Rep for City Projects, Including ARPA

Good afternoon, Chris:

I will inform the evaluation committee of CSA Consulting Group's withdrawal from RFP #23-005 Continuing Owner's Representative for City Projects, Including Federal Grant Funded ARPA Projects.

Shannon Hopper

Purchasing Technician

City of Ocoee

1 N. Bluford Avenue

Ocoee, FL 34761

☎PH: 407-905-3100 x 1524

✉E-mail: shopper@ocoe.org

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From: chris.spillman@csaconsultinggroup.com <chris.spillman@csaconsultinggroup.com>

Sent: Friday, April 14, 2023 1:40 PM

To: Hopper, Shannon <SHopper@ocoe.org>

Subject: RE: RFP 23-005 Request for Information/Clarification (Continuing Owner's Rep)

Good afternoon Ms. Hopper:

Apologies for the late notice - CSA Consulting Group respectfully withdraws from consideration on the subject RFP and will not attend Monday's respondent interview.

Thank you.

From: Hopper, Shannon <SHopper@ocoe.org>

Sent: Monday, March 20, 2023 9:52 AM

To: 'chris.spillman@csaconsultinggroup.com' <chris.spillman@csaconsultinggroup.com>

Subject: RE: RFP 23-005 Request for Information/Clarification (Continuing Owner's Rep)

Thank you very much!

Shannon Hopper

Purchasing Technician

City of Ocoee

1 N. Bluford Avenue

Ocoee, FL 34761

☎PH: 407-905-3100 x 1524

✉E-mail: shopper@ocoe.org

Website:

https://link.edgepilot.com/s/69ed40c8/R2m_TEAG50W9VgVvTxmKxg?u=http://www.ocoe.org/

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From: chris.spillman@csaconsultinggroup.com <chris.spillman@csaconsultinggroup.com>

Sent: Monday, March 20, 2023 9:07 AM

To: Hopper, Shannon <SHopper@ocoe.org>

Subject: RE: RFP 23-005 Request for Information/Clarification (Continuing Owner's Rep)

Good morning Shannon:

Please see below for the additional information requested. Thank you.

From: Hopper, Shannon <SHopper@ocoe.org>

Sent: Friday, March 17, 2023 1:29 PM

To: 'chris.spillman@csaconsultinggroup.com' <chris.spillman@csaconsultinggroup.com>

Subject: RFP 23-005 Request for Information/Clarification (Continuing Owner's Rep)

Good afternoon, Chris:

Please provide the following information/clarification by 11:00 a.m. on Monday, March 20th:

1. Is Michael Sudano the only SUB for this project and all other individuals on the project team employees of CSA?

Michael Sudano is the only SUB for this project, and all other individuals on the project team are employees of CSA. Michael Sudano is a Registered Architect licensed and insured in the State of Florida to perform design services. CSA is professional services firm insured solely in the performance of services as a construction manager, for others for a fee.

2. If Micheal Sudano is not the only SUB, please list all of the subs for this project.

Please see prior response.

3. Provide CSA's current and projected workload - Include project and client names, commencement and completion dates, and construction dollar value.

Please see following table. Please note this includes only ongoing projects or pending awards, and does not include completed projects.

CSA's current and projected workload			
Funding Source	Project Description	CSA Timeframe	Construction Dollar Value
FEMA	Hurricane Ian Recovery Assessments Charlotte County, FL	Pending Award	TBD
FEMA	Disaster Recovery Program Management Harris County, TX	2022 - Ongoing	\$
FEMA	Residential Home Elevation Services for the Department of Public Works and Engineering City of Houston, TX	2022 - Ongoing	\$ 44,097,40
ARPA	Kent County SLFRF Grant Administration Kent County, DE	2021 - Ongoing	\$ 7,025,00
FEMA ARPA	Consulting & Grant Administration Services St. John's University, New York	2021 - Ongoing	\$
FEMA	FEMA General Consulting & Grant Administration Services Scituate, MA	2020 - Ongoing	\$ 20,406,09
FEMA CARES ARPA	COVID-19 Disaster Recovery Administrative Services ME, CT, OR	2020 - Ongoing	\$
FEMA	Disaster Recovery and Consulting Services City of Houston, TX	2017 - Ongoing	\$ 220,082,30

Thank you,
Shannon

Shannon Hopper

Purchasing Technician

City of Ocoee

1 N. Bluford Avenue

Ocoee, FL 34761

☎PH: 407-905-3100 x 1524

✉E-mail: shopper@ocoe.org

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Meeting Date: May 2, 2023
Item #: 4

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: First Reading of Ordinance for Siri Office Building Market Street ROW - Annexation & Rezoning to PUD; Project No(s). AX-03-23-03 & RZ-23-03-03. (Zoning Manager Whitfield)

Background Summary:

The subject site is approximately .372 acres in size and is comprised of the Market Street right-of-way (ROW) and Arlington Avenue ROW. The Market Street ROW is approximately 30 feet wide by 225 feet long, and the Arlington Avenue ROW is approximately 30 feet wide by 291 feet long, based on the survey provided by the applicant.

The subject site is adjacent to and has been included as part of the design for the Siri Office Building PUD Land Use Plan (LUP), fka 3872 Old Winter Garden Road PUD LUP, since its original approval in 2019 for a medical office building. In mid-2022, the PUD underwent a Non-substantial Amendment to shift the driveway westward to avoid a large transmission pole, which resulted in reducing the building size from 33,200 SF to 28,000 SF and moving the driveway from the easternmost corner of the site to being through the center of the building. During site plan review, the City approved the Preliminary/Final Small-Scale Site Plan contingent upon the vacation of the Orange County right-of-way and annexation/rezoning of the vacated ROW into the development parcel. The County approved the applicant's petition to vacate on February 7, 2023, by a Resolution Granting Petition to Vacate # 18-01-002.

Thus, the applicant has submitted this request for annexation and classification of the vacated ROW site to PUD. This application does not propose any new development, but rather, per the approved Amended Siri Office Building LUP, the vacated ROWs will be developed with parking spaces, landscaped buffer, a garbage dumpster, a small stormwater pond, and vehicular interconnect to the property immediately to the west.

Staff identified no issues with the requested annexation/zoning. However, an Annexation and Rezoning Feasibility Report was not prepared for this annexation since the land area and proposed office building project were evaluated as part of the original 3872 Old Winter Garden Road PUD in 2019.

Issue:

Should the City Commission approve ordinances for the Annexation and assignment of the PUD (Planned Unit Development) Zoning classification to the vacated Market Street and Arlington Avenue rights-of-way, which have been aggregated into parcel number 28-22-28-0000-00-019 and which are part of the Siri Office Building Planned Unit Development (PUD), fka 3872 Old Winter Garden Road PUD?

Recommendations:

Development Review Committee (DRC) Recommendations:

The DRC met on Wednesday, April 5, 2023, to consider the request for annexation and rezoning to PUD to incorporate the vacated Market Street and Arlington Avenue rights-of-way into the Siri Office Building PUD and Land Use Plan. The DRC did not identify any concerns and recommended approval of the annexation and rezoning to Siri Office Building PUD for the vacated Market Street and Arlington Avenue rights-of-way, now incorporated into Parcel ID 28-22-28-0000-00-019.

Planning & Zoning Commission (PZC) Recommendations:

The PZC considered this request at its April 11, 2023 public hearing and, identifying no issues, made a recommendation of approval of the Annexation and assignment of the PUD (Planned Unit Development) Zoning classification to the vacated Market Street and Arlington Avenue rights-of-way, which have been aggregated into parcel number 28-22-28-0000-00-019 and which are part of the Siri Office Building PUD, fka 3872 Old Winter Garden Road PUD.

Staff Recommendations:

Staff recommends that the City Commission approve ordinances for the Annexation and assignment of the PUD (Planned Unit Development) Zoning classification to the vacated Market Street and Arlington Avenue rights-of-way, which have been aggregated into parcel number 28-22-28-0000-00-019 and which are part of the Siri Office Building PUD, fka 3872 Old Winter Garden Road PUD.

Attachments:

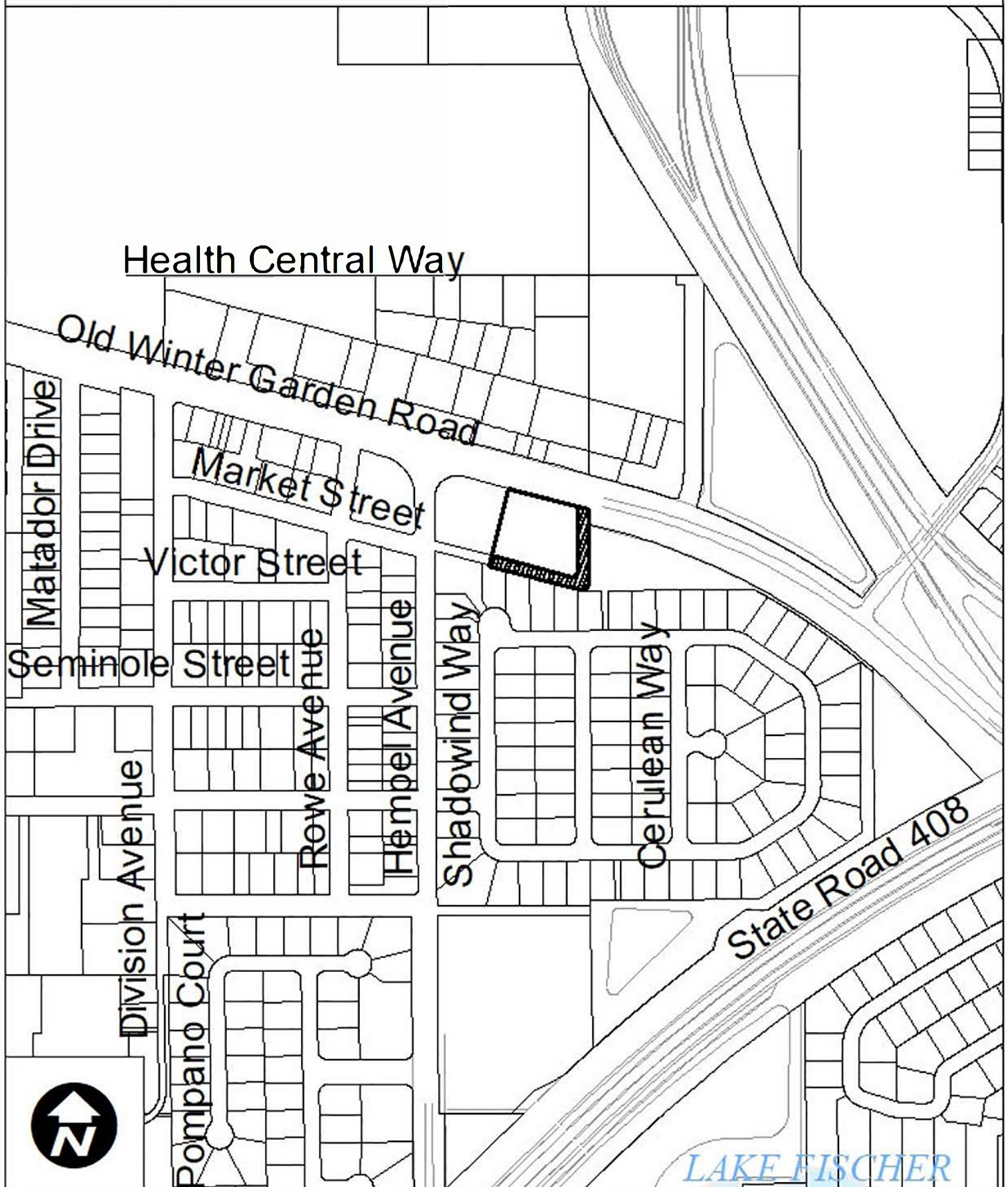
1. Location Map
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Annexation Ordinance
6. Rezoning Ordinance

Financial Impacts:

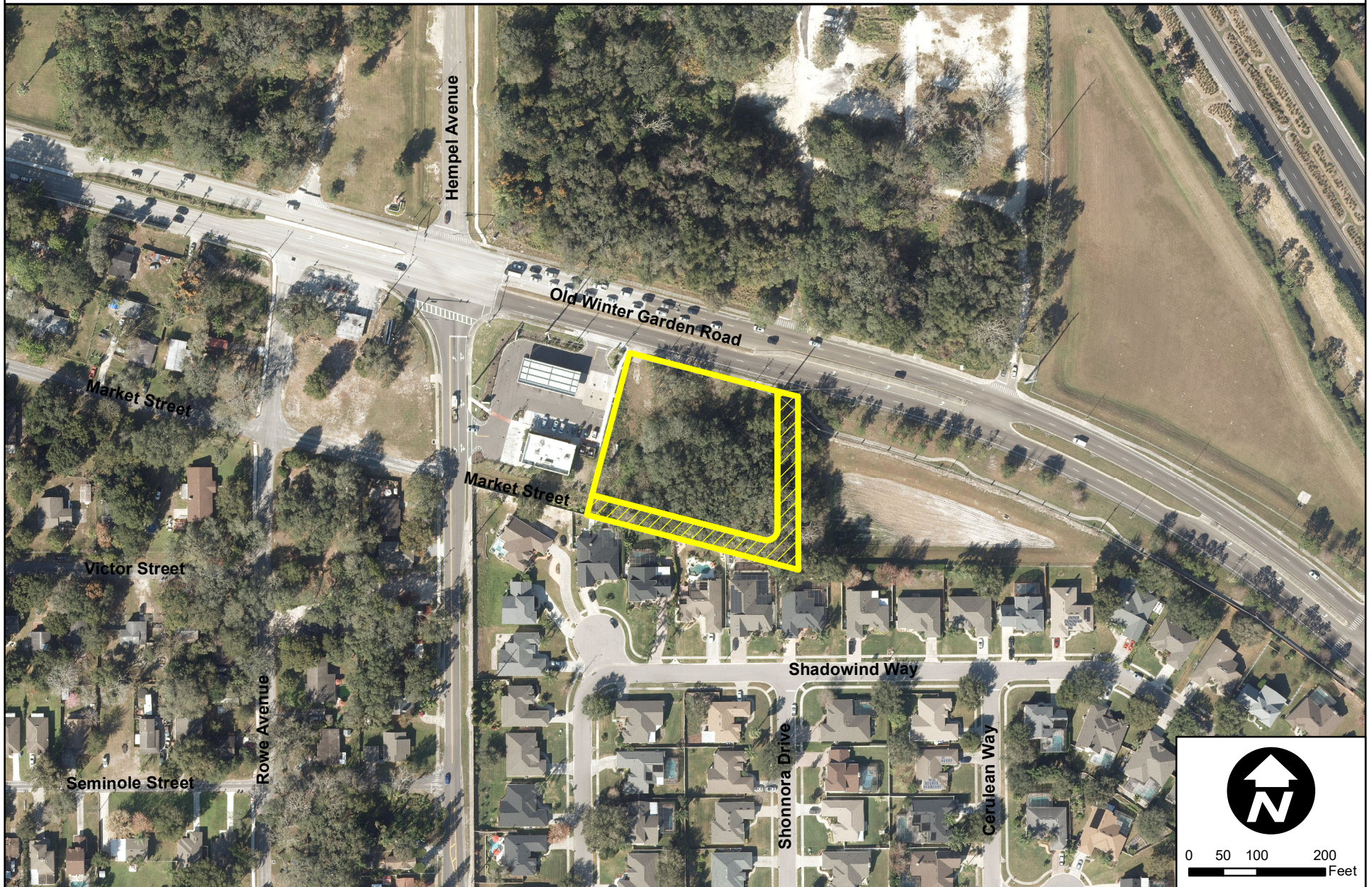
N/A

Type of Item: First Reading

Siri Office Building - Market St/Arlington Ave Vacated ROW Annexation/Rezoning to PUD Location Map



Siri Office Building - Market St/Arlington Ave Vacated ROW Annexation/ Rezoning to PUD - Aerial Map



Siri Office Building - Market St/Arlington Ave Vacated ROW Annexation/ Rezoning to PUD Surrounding Zoning Map



Development Services
Department

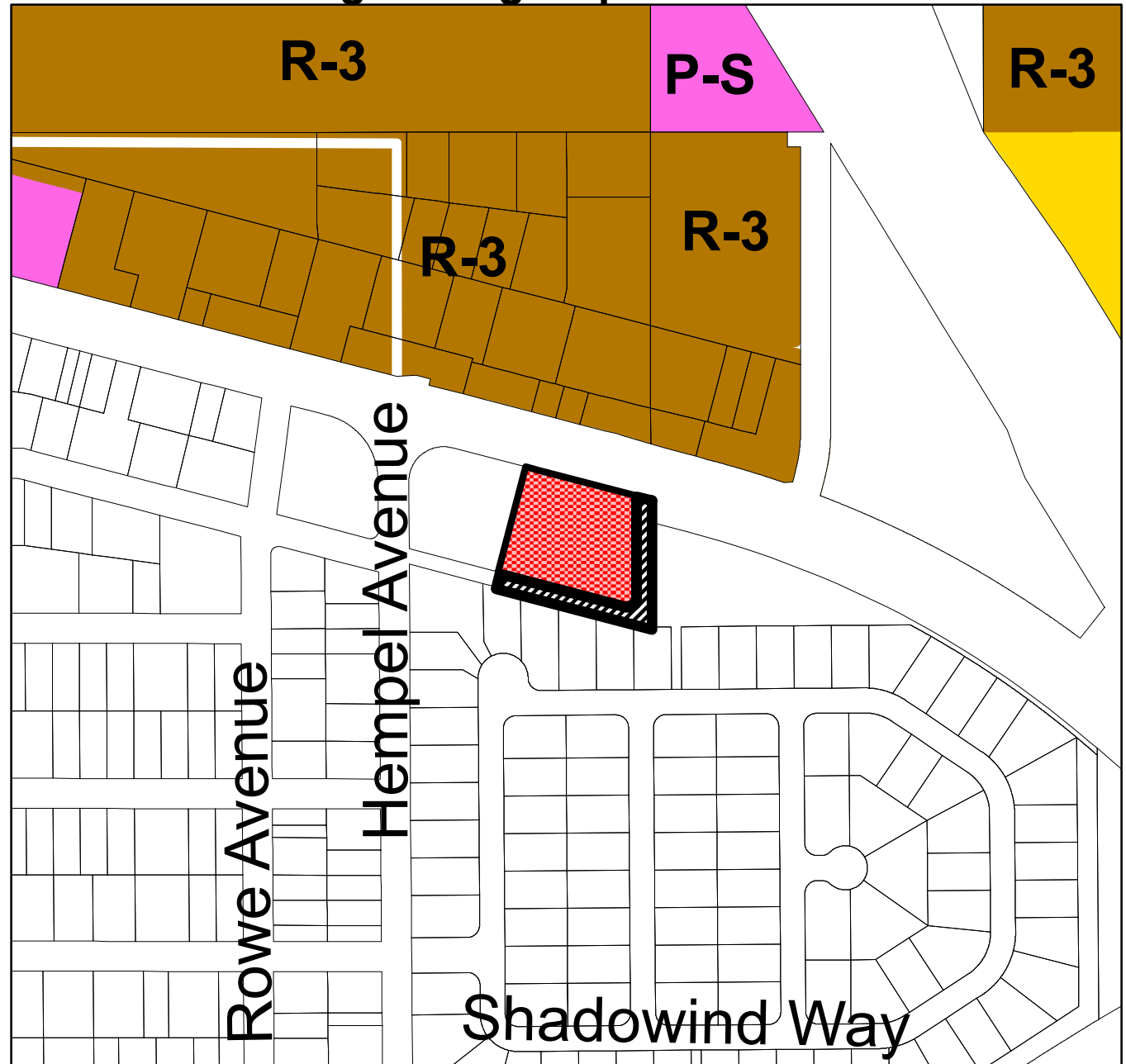
0 75 150 300
Feet

Created: April 2023

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



Siri Office Building - Market St/Arlington Ave Vacated ROW Annexation/Rezoning to PUD

Surrounding Future Land Use Map



Development Services
Department

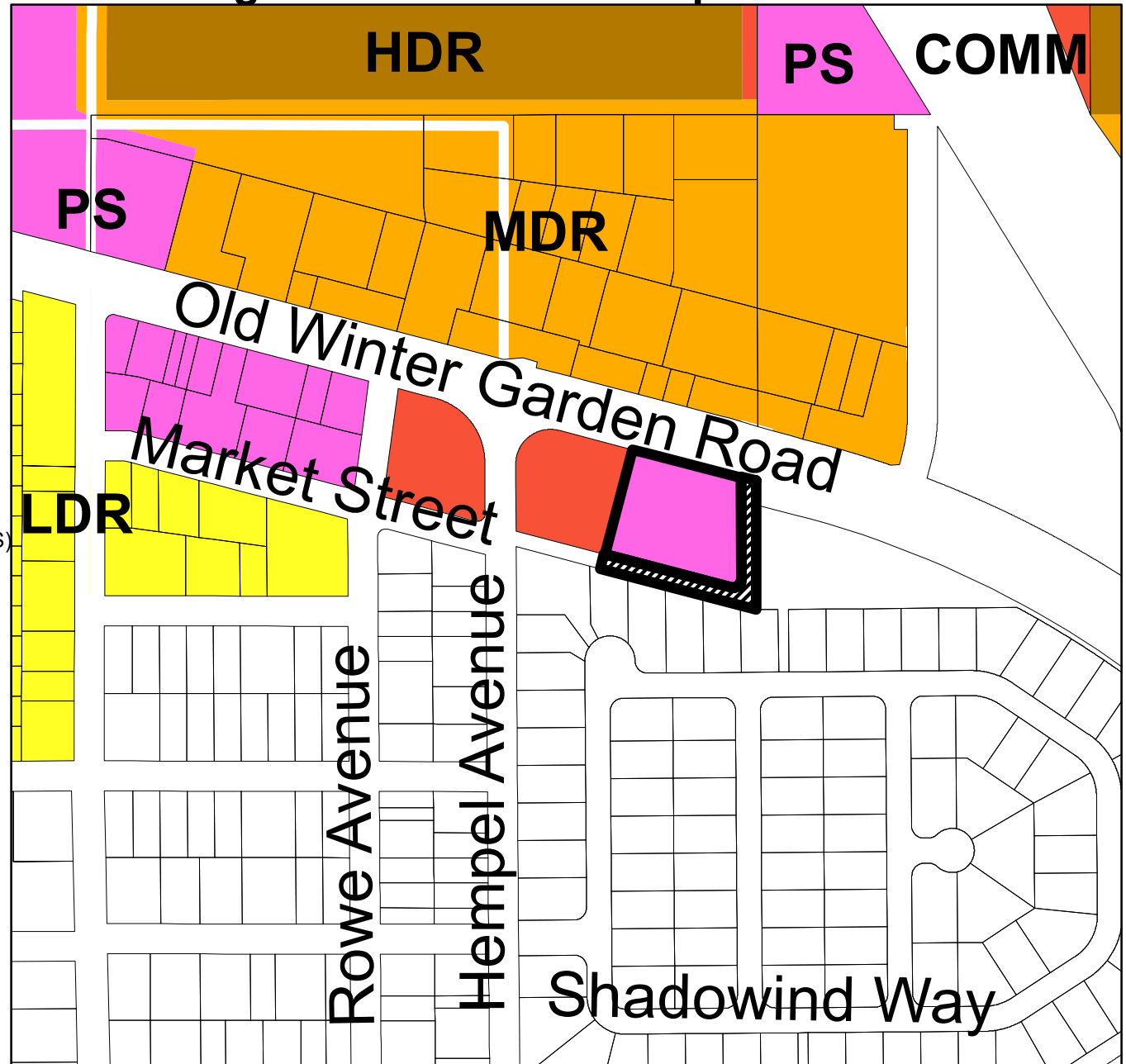
0 75 150 300
Feet

Created: April 2023

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



**ORDINANCE NO. 2023-
(Annexation Ordinance for Siri Office Building Property)**

TAX PARCEL ID: 28-22-28-0000-00-019

CASE NO. AX-03-23-03: Siri Office Building – Market Street ROW Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.372 ACRES OF VACATED PUBLIC RIGHT-OF-WAY, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 0.372 acres of property, as more particularly described in Exhibit “A” attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on April 11, 2023, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

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

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2023.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS ____ DAY
OF _____, 2023

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2023
READ SECOND TIME AND ADOPTED
_____, 2023, UNDER AGENDA
ITEM NO. ____

SHUFFIELD, LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

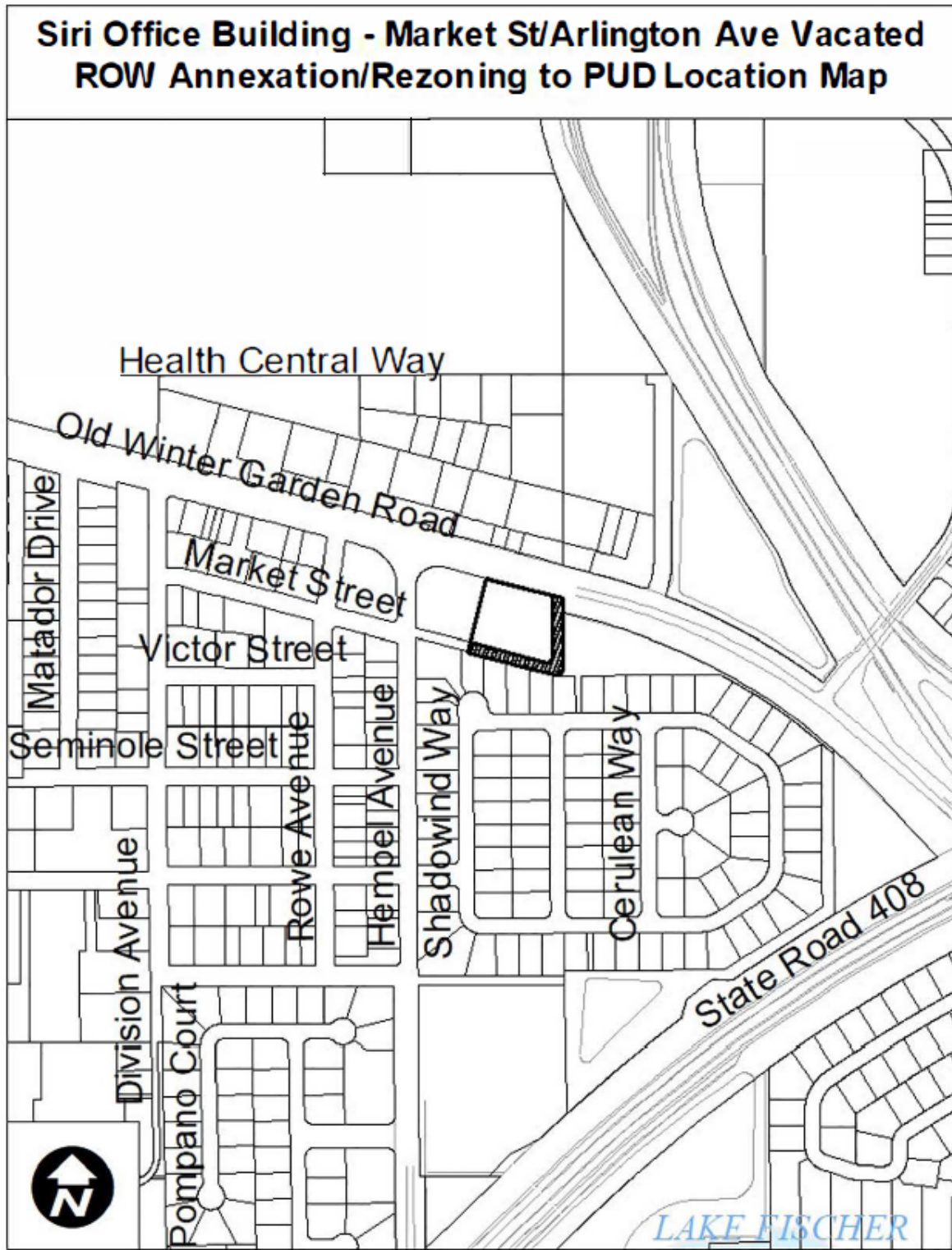
THAT PORTION OF MARKET STREET AND ARLINGTON AVENUE, PARK RIDGE, AS RECORDED IN PLAT BOOK 0, PAGE 100, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 28, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 15 OF SAID PARK RIDGE, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MARKET STREET AND THE EAST RIGHT OF WAY LINE OF HEMPLE AVENUE ACCORDING TO SAID PARK RIDGE; THENCE RUN S75°23'21"E ALONG THE SOUTH LINE OF SAID BLOCK 15, 184.07 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 27, SAID BLOCK 15, FOR THE POINT OF BEGINNING; THENCE CONTINUE S75°23'21"E ALONG THE SOUTH LINE OF SAID BLOCK 15, 261.33 FEET TO A CURVE CONCAVE TO THE NORTHWEST; THEN RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 104°22'16", A RADIUS OF 16.00 FEET, AN ARC LENGTH OF 29.15 FEET, A CHORD BEARING OF N51°58'48"E AND A CHORD DISTANCE OF 25.28 FEET; THENCE RUN N00°05'39"W ALONG THE EAST LINE OF SAID BLOCK 15, 199.53 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF OLD WINTER GARDEN ROAD, A VARIABLE WIDTH RIGHT OF WAY; THENCE RUN S75°22'18"E ALONG THE SOUTH RIGHT OF WAY LINE OF OLD WINTER GARDEN ROAD, 31.02 FEET MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF AFORESAID ARLINGTON AVENUE, ALSO BEING THE NORTHERLY EXTENSION OF THE WEST LINE OF TRACT B, FALCON POINTE, AS RECORDED IN PLAT BOOK 39, PAGES 98-99, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S00°05'39"E ASLONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF TRACT B, 251.31 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID TRACT B; THENCE RUN N75°23'21"W ALONG THE NORTHERLY LINE OF SAID FALCON POINTE, 320.84 FEET TO A POINT 30.00 FEET SOUTH OF THE AFORESAID SOUTHWEST CORNER OF LOT 27, WHEN MEASURED PERPENDICULAR TO THE AFORESAID SOUTH LINE OF BLOCK 15; THENCE RUN N14°36'39"E, 30.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.372 ACRES MORE OR LESS.

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2023-
(Rezoning Ordinance for Siri Office Building
– Market St/Arlington Ave Vacated ROW)**

TAX PARCEL ID: 28-22-28-0000-00-019

**CASE NO. RZ-23-03-03: Siri Office Building – Market St/Arlington Ave Vacated ROW
Rezoning**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ASSIGNING THE ZONING CLASSIFICATION OF CITY OF OCOEE PUD (PLANNED UNIT DEVELOPMENT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.372 ACRES OF VACATED PUBLIC RIGHT-OF-WAY, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant requests the City to assign certain real property containing approximately 0.372 acres of vacated public right-of-way, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, a City of Ocoee PUD zoning classification, more specifically the Siri Office Building PUD; and

WHEREAS, pursuant to Section 5-9(B), Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on April 11, 2023, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee

City Commission find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on May 16, 2023, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

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

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 0.372 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County right-of-way to City of Ocoee PUD. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict herewith are hereby repealed and rescinded.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2023
READ FIRST TIME _____, 2023.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**

this _____ day of _____, 2023.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

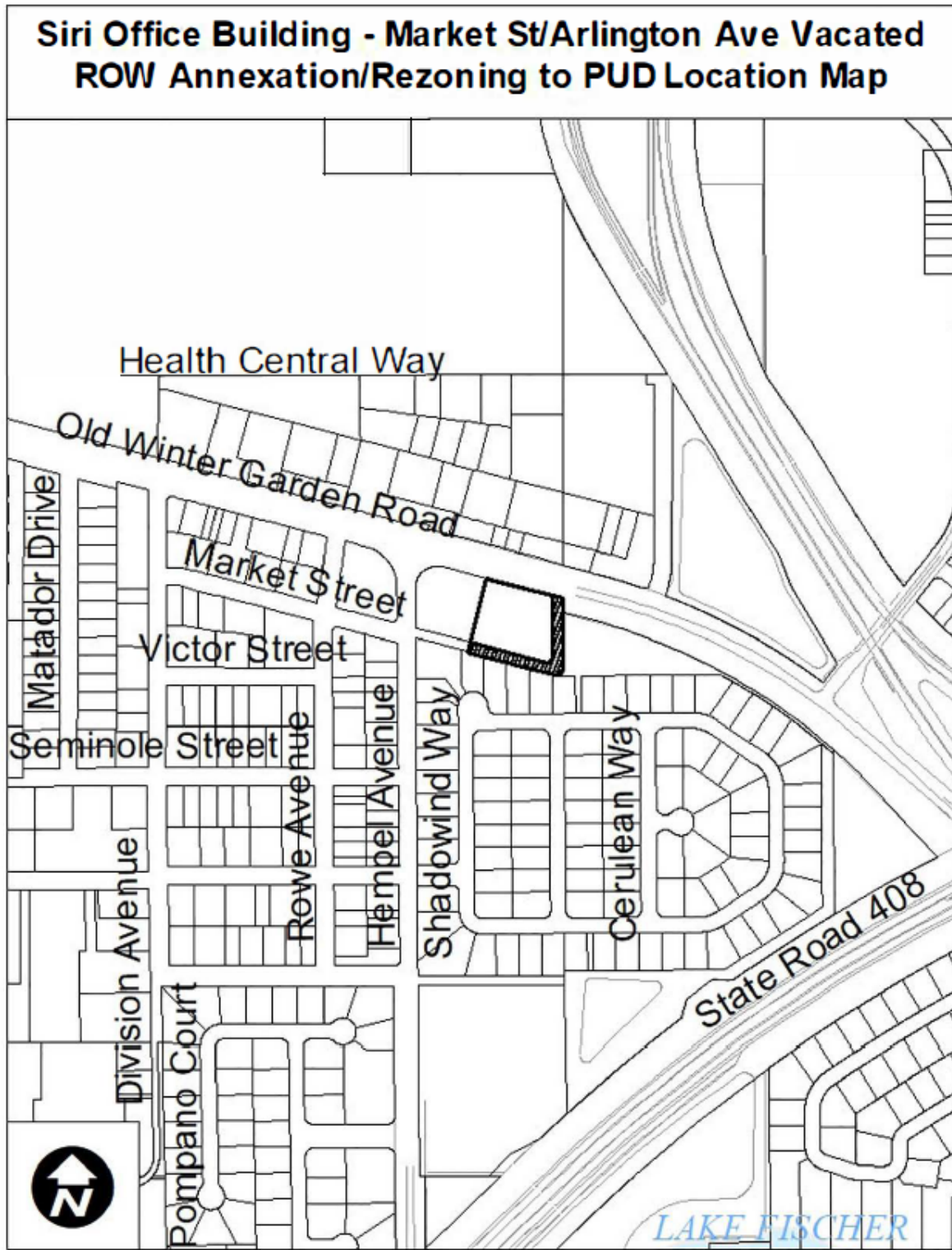
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THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.372 ACRES MORE OR LESS.

EXHIBIT "B"

LOCATION MAP





Meeting Date: May 2, 2023
Item #: 5

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Heartland Dental, Colonial Drive Preventative & Comprehensive Dentistry - Sign Variance (VR-23-01). (Zoning Manager Whitfield)

Background Summary:

The subject property is located at 1110 Blackwood Avenue and is zoned PUD, specifically the Ocoee Commons Planned Unit Development. Per Section 8-6A in Article VIII of the Land Development Code (LDC), a building of 10,000 SF or smaller has a maximum sign size of 36 square feet (SF) and maximum sign height of three (3) feet. For corner lots, a maximum of two (2) wall signs would be permitted, one (1) per building elevation adjacent to a road right-of-way at a maximum size of 36 SF and maximum height of three (3) feet each.

The applicant is requesting two (2) variances to Section 8-6A, Article VIII, as follows.

Variance # 1 West Sign Elevation: A sign height of six (6) feet, in lieu of the maximum three (3) feet, representing a 100% increase in sign height for the west elevation sign. Given the overall height of the building where the sign is proposed to be located and the fact that the west elevation wall sign is below the maximum 36 SF sign size (at 28.26 SF), staff supports the 100% increase in sign height.

Variance # 2 North Sign Elevation: A sign size of 70 SF, in lieu of the maximum 36 SF, representing a 94% increase in sign size for the north elevation sign. The north elevation sign also exceeds the maximum sign height by 1.67 feet. However, as this increase is less than 5% above the 3-foot maximum and considering the scale and varying roof lines of the building, staff does not identify an issue with the additional 1.67 feet as the City has provided similar consideration for other signs when the overall sign size meets the Code.

According to Article IV, Section 4-9A, approval of a variance requires that the applicant demonstrate compliance with four (4) criteria. The analysis below is relative to the proposed 70 SF north elevation wall sign.

(1) That special conditions and circumstances exist which are peculiar to the land, structures, or required subdivision improvements involved and which are not applicable to other lands, structures, or required subdivision improvements.

Applicant Response: The site is an irregularly shaped lot and adjacent to Montgomery Avenue to the north, Bentrige Street to the east, and Blackwood Avenue to the west. The development design includes building placement along the west boundary of a 75-foot setback from the furthest side of the divided Montgomery Avenue to allow for adequate and safe traffic flow, leaving the need for more sign visibility. By virtue of the property's unique shape and location at the busy intersection of Blackwood Avenue and Montgomery Avenue, visibility of the property's signage is of particular importance to the operation of the dental office and the safety

of motorists seeking to locate it. Accordingly, these special conditions and circumstances necessitate adequate signage to minimize the potential risk presented to guests and visitors.

Staff Analysis: The land area for the dental office based on the recent PUD Amendment is approximately 1.15 acres in size. The minimum building setback established by the original Ocoee Commons PUD is 35 feet. At the time of site plan review for the Heartland Dental Site Plan, the developer provided a building setback of 72 feet (measured at the closest point to the Montgomery Avenue ROW) in order to provide parking in front of the building along the ROW. The Heartland Dental Office site plan provided 17 more parking spaces than the minimum 30 spaces required by Code. Additionally, staff does not concur or find that there is a traffic safety and signage visibility concern based on the following: (1) Montgomery Avenue, which is a Secondary Road (per Section 6-14C(1)(d), LDC), has a posted speed of 25 miles per hour, (2) motorists traveling southwesterly towards this site will have come out of a round-about and navigated a slight curve in the road prior to approaching the Blackwood Avenue/Montgomery Avenue intersection, which is planned to be converted into a round-about, and (3) the distance from the existing round-about to the Blackwood Ave/Montgomery Ave intersection is less than 950 feet. Motorists will not be traveling at speeds that would warrant a 15-ft x 4.67-ft sign on a 6,000 SF building. Therefore, staff identifies no special conditions or circumstances unique to this property that support the requested 94% increase in sign size.

(2) That a literal interpretation of the provisions of these regulations would deprive the applicant of rights commonly enjoyed by other properties with similar conditions.

Applicant Response: The denial of the requested variance would deprive the tenant and motorist visibility for business.

Staff Analysis: Staff does not concur with the applicant. Instead, staff finds that the literal interpretation of the Sign Code does not deprive the applicant of rights commonly enjoyed by other properties of similar conditions. The property owner, via a separate sign company, has previously submitted and has been issued a 12-foot tall monument sign permit with a copy area of 36 SF to house the dental office business name. This demonstrates that there is no justification for the requested wall sign size. Staff recommends that the north elevation wall sign be reduced from 15-ft x 4.67-ft to 7.67-ft x 4.67-ft in order to comply with the 36 SF sign size maximum.

(3) That the special conditions and circumstances do not result from the actions of the applicant.

Applicant Response: The property's irregularly shaped lot did not result from the tenant's action but does necessitate the need for enhanced signage to direct guests and visitors and the property as efficiently and safely as possible and avoid potentially hazardous vehicular movements.

Staff Analysis: Staff finds that the circumstances of this variance request are the result of the tenant wanting to have a larger sign for the business. There is no identified need for the additional 34 SF (94% increase) in sign area as the size of the letters can be reduced.

(4) That the granting of the variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures, or required subdivision improvements under similar conditions.

Applicant Response: Approval of the requested variance will not confer on the tenant as a special privilege that is denied to other buildings with irregular lot shapes or in a PD zoning district.

Staff Analysis: Based on the findings stated herein, staff finds that the approval of the requested variance will confer special privileges to this property that has been denied to other buildings, including buildings and businesses that are larger in size and that are located on Primary Designated Roads such as State Road 438. If the signs are constructed to meet Code, this building/tenant will have a 36 SF monument sign along Blackwood Avenue approximately 80 feet from the building (west side), the 6-ft tall x 6-ft wide (28.26 SF)

round sign on the building's west elevation and a 36 SF wall sign on the north elevation. Staff finds that sign copy area square footage designed in conformance with the Sign Code will provide sufficient signage for this property.

Thus, staff finds that there is not sufficient justification to support the requested variance for the north sign elevation.

Issue:

Should the City Commission approve two (2) variance requests to Section 8-6A(1) and (2), Article VIII, to allow a sign height of six (6) feet in lieu of three (3) feet, representing a 100% height increase, for the west sign elevation and to allow a sign size of 70 SF in lieu of 36 SF, representing a 94% increase in sign size, for the north elevation for the dental office building located at 1110 Blackwood Avenue?

Recommendations:

Development Review Committee Recommendations:

Not applicable. The DRC does not take action on variance requests.

Planning & Zoning Commission (PZC) Recommendations:

The PZC considered this variance request at its April 11, 2023 public hearing. Following consideration of staff's findings and applicant and public comments, the PZC made the following recommendations for the Heartland Dental - Colonial Drive Preventative & Comprehensive Dentistry office located at 1110 Blackwood Avenue:

- Variance # 1: APPROVAL of the variance request to Section 8-6A(1) and (2), Article VIII, for the west elevation wall sign in order to allow the 28.26 SF sign at a height of six (6) feet in lieu of a maximum height of three (3) feet, representing a 100% height increase, and
- Variance # 2: DENIAL of the variance request to Section 8-6A(1) and (2), Article VIII, for the north elevation wall sign and NOT allow a sign size of 70 SF in lieu of 36 SF, representing a 94% increase in sign size, for the north elevation wall sign.

Staff Recommendations:

Staff recommends that the City Commission:

- Approve Variance # 1 to Section 8-6A(1) and (2), Article VIII, for the west elevation wall sign and allow the 28.26 SF sign at a height of six (6) feet in lieu of a maximum height of three (3) feet, representing a 100% height increase, and
- Deny Variance # 2 to Section 8-6A(1) and (2), Article VIII, for the north elevation wall sign and NOT allow a sign size of 70 SF in lieu of 36 SF, representing a 94% increase in sign size, for the north elevation wall sign.

Attachments:

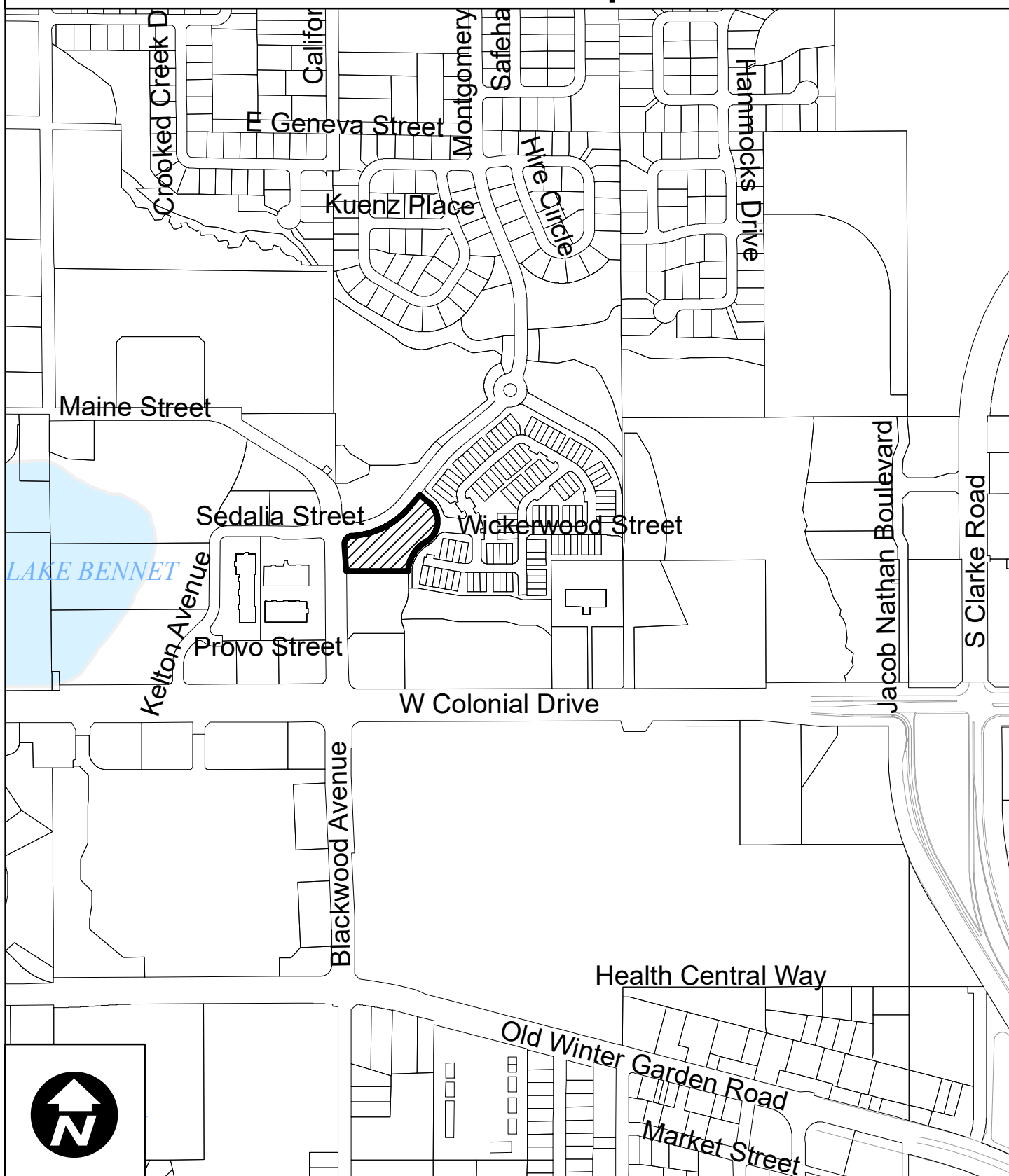
1. Location Map
2. Aerial Map
3. Zoning Map
4. FLU Map
5. Variance Application
6. Site Plan
7. Variance 1 West Sign Elevation
8. Variance 2 North Sign Elevation
9. Advertisement

Financial Impacts:

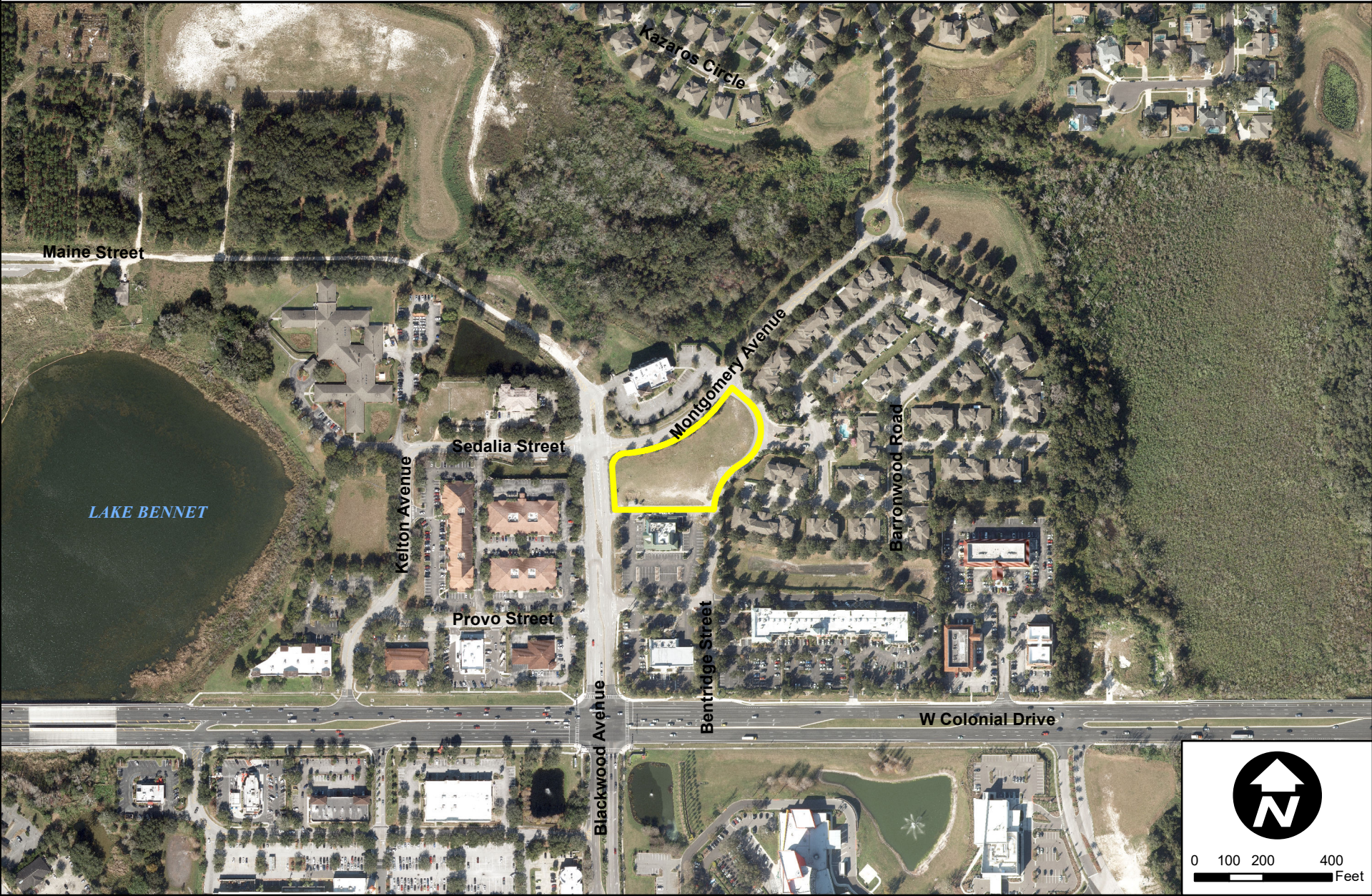
N/A

Type of Item: Public Hearing

Heartland Dental - Colonial Drive Preventative & Comprehensive Dentistry Location Map



Heartland Dental - Colonial Drive Preventative & Comprehensive Dentistry Aerial Map



Heartland Dental - Colonial Drive Preventative & Comprehensive Dentistry Surrounding Zoning Map



Development Services
Department

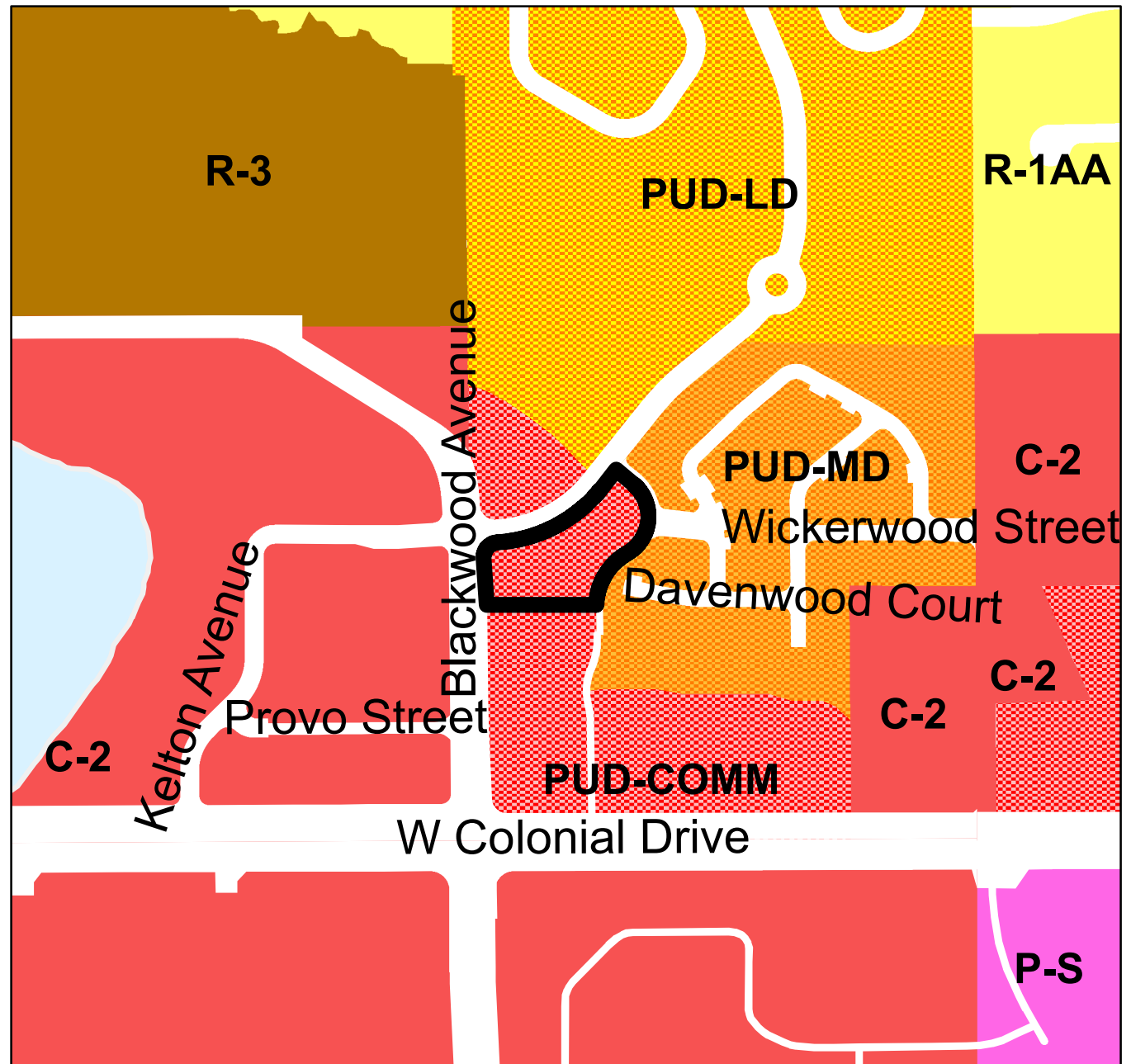
0 100 200 400
Feet

Created: April 2023

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



Heartland Dental - Colonial Drive Preventative & Comprehensive Dentistry Surrounding Future Land Use Map



Development Services
Department

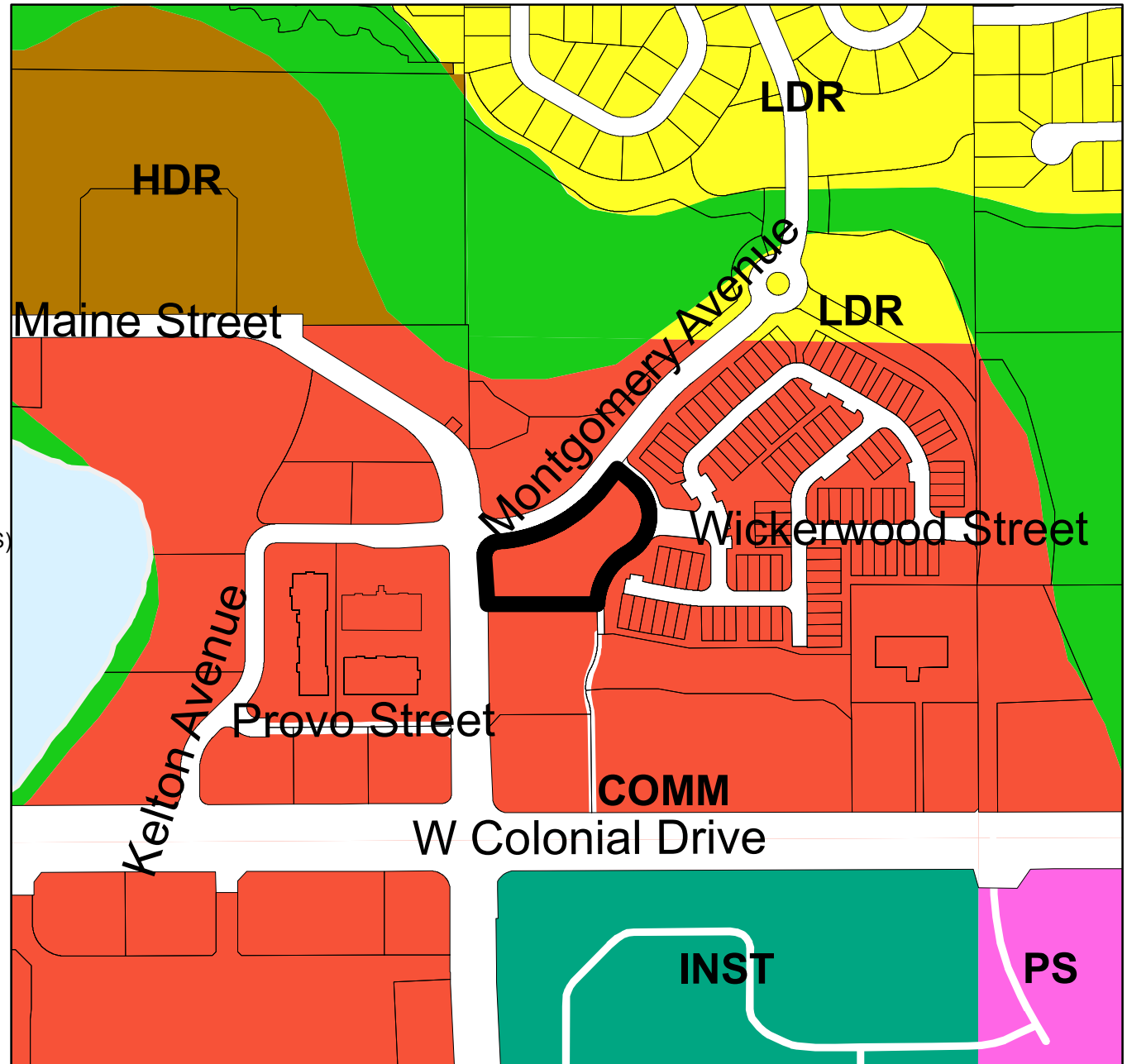
0 100 200 400
Feet

Created: April 2023

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



Re: Application for Sign Variance

Planning and Zoning Commission:

Please accept this letter as a written statement to accompany the zoning variance application made on behalf of Heartland Dental to deviate from the Code, specifically the allowed MAX SF 36" signage. Aside from the requested variance, all other proposed signage, would be developed in conformity with applicable performance standards established in the City of Ocoee's Code.

Heartland Dental is proposing to have illuminated logo & letters on a 4' 8" x 15' non-illuminated backer panel on the storefront (square footage equaling 70') and an illuminated logo and letters on a 6' x6' non illuminated backer panel (square footage equaling 36') on the side of the building. Heartland Dental is asking for a variance for additional square footage on the exterior storefront signs "A" & "F".

The dental office is an existing practice that is moving to this location as a tenant for the building. Current code allows a 36" tall sign on the front of the building; however, this is not enough height for the sign to be legibly read from the roadway.

The dental office has a longer than typical business name (Colonial Drive Preventative & Comprehensive Dentistry). Since this is an existing business moving to a new location, the dental office has changed their name to be more inclusive to the community and services offered and performed. Having a smaller, non-legible sign would also affect foot traffic for the business.

The signs are tastefully designed and will in no way be a detriment to the public good or character of the existing environment. We are proposing a non-illuminated backer panel to limit the amount of wall penetrations to comply with the landlord's regulations and also to house the electrical for the halo-illuminated letters. The backer panel will be a stone look to match & blend in with the wall façade color and texture.

Section 4-9 of the Ocoee Code details the specific criteria that must be met for all variance requests. In this case, all of the criteria have been met, as is discussed in more detail below.

(1) Special Conditions and Circumstances.

Special conditions and circumstances exist which are peculiar to the property and not applicable to other lands. The site is an irregular shaped lot and adjacent to the following roads: Montgomery Avenue to the north, Bentrige Street to the east, and Blackwood Avenue to the west. The development design includes building placement along the west boundary line with a 75' foot setback from the furthest side of the divided Montgomery Parkway to allow for adequate and safe traffic flow, leaving the need for more sign visibility. By virtue of the property's unique shape and location at the busy intersection of Blackwood and Montgomery Avenue, visibility of the property's signage is of particular importance to the operation of the dental office and the safety of motorist seeking to locate it. Accordingly, these special conditions and circumstances necessitate adequate signage to minimize the potential risk presented to guests and visitors.

(2) Deprivation of Rights.

The denial of the requested variance would deprive the Tenant and motorist visibility for the business.

(3) Not Self-Created.

The property's irregular shaped lot did not result from the Tenant's action but does necessitate the need for enhanced signage to direct guest and visitors and the property as efficiently and safely as possible and avoid potentially hazardous vehicular movements.

(4) No Special Privilege Conferred.

Approval of the requested variance will not confer on the Tenant as a special privilege that is denied to other buildings with irregular lot shapes or in a PD zoning district.

We appreciate the opportunity to request this variance. Please let us know if you have any questions or require any further information.

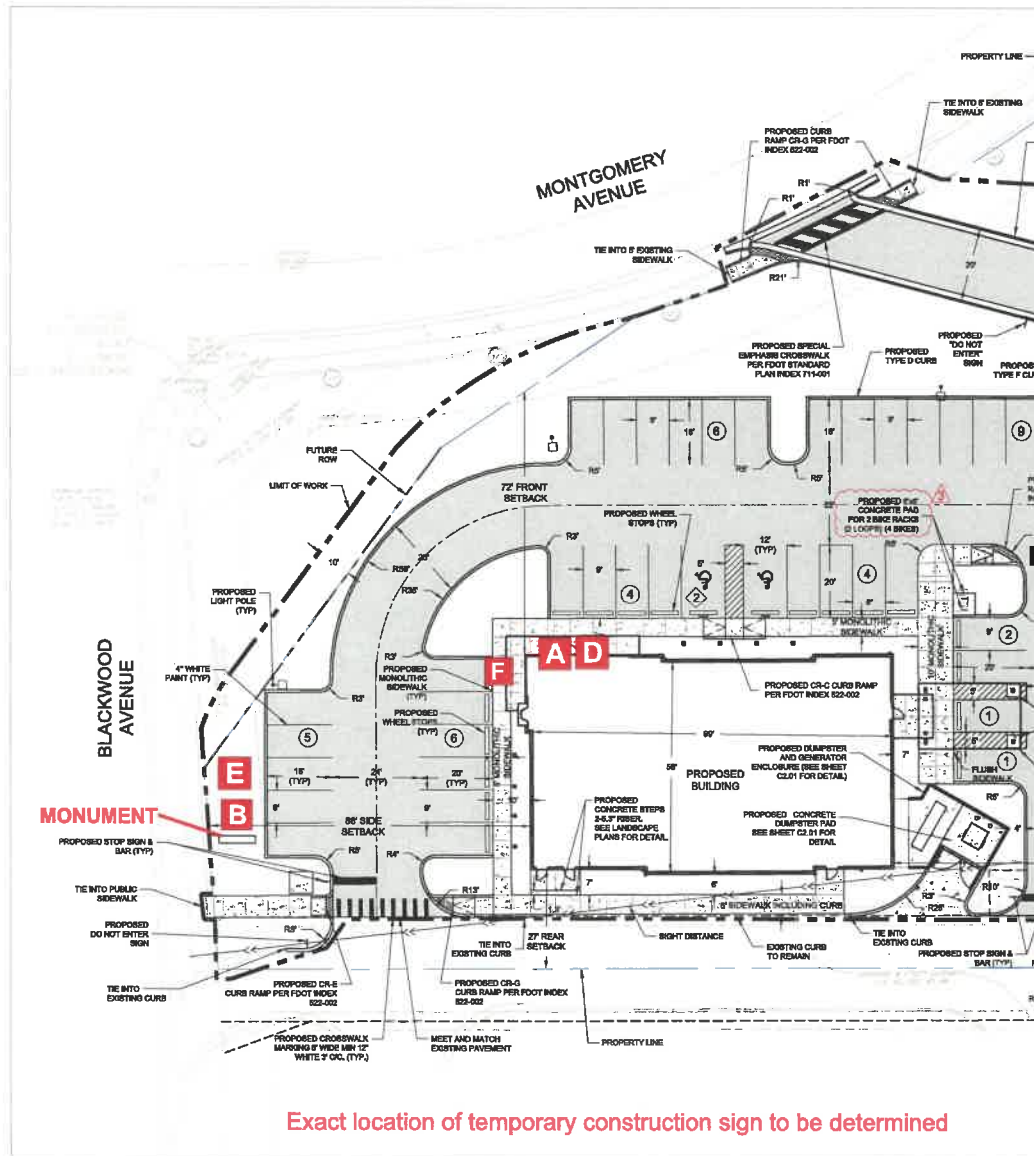
Sincerely,

A handwritten signature in blue ink that reads "Megan Schimmelpfenning". The signature is written in a cursive, flowing style.

Megan Schimmelpfenning
Sr. Design Manager
Heartland Dental
1200 Network Centre Drive
Effingham, IL 62401
217-240-2033
mschimmelpfenning@heartland.com

SITE PLAN

- A** FRONT ENTRANCE SIGNAGE
- B** MONUMENT
- C** INT. LETTERS
- D** DOOR VINYL
- E** TEMP. CONSTRUCTION SIGN
- F** SIDE BUILDING SIGNAGE



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QID 23-64674

JOB NAME

Heartland Dental

LOCATION

1100 Blackwood Avenue
 Ocoee, FL 34761

CUSTOMER CONTACT

SALESMAN / PM

Christie Wheeler

DESIGNER

Chad Wike

DWG. DATE

1-26-23

REV. DATE / REVISION

SCALE

FILE

2023/Heartland Dental/Locations/
 Ocoee FL/23-64674/
 HD Ocoee FL 23-64674

DESIGN SPECIFICATIONS ACCEPTED BY:

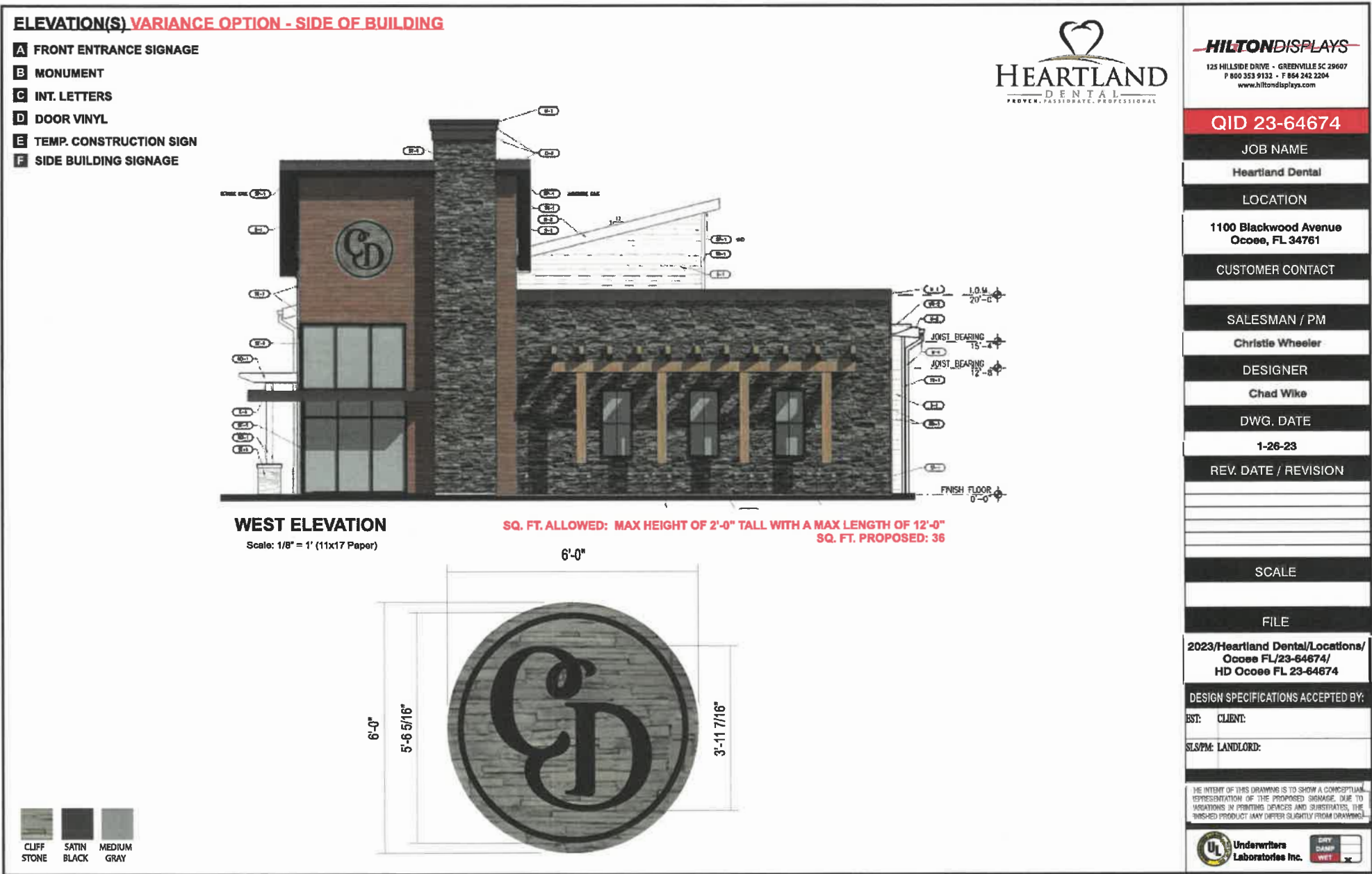
EST: CLIENT:

SL&PM: LANDLORD:

THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES, THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWING.



Variance 1: West Sign Elevation



Variance 2: North Sign Elevation



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Serial Number
23-01426W

WEST ORANGE Times

West Orange Times

Published Weekly

Winter Garden, Orange County, Florida

COUNTY OF ORANGE

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the West Orange Times a weekly newspaper published at Winter Garden, Orange County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Public Hearing on May 2, 2023
Heartland Dental

in the Court, was published in said newspaper by print in the

issues of 4/20/2023

Affiant further says that the West Orange Times complies with all legal requirements for publication in chapter 50, Florida Statutes.

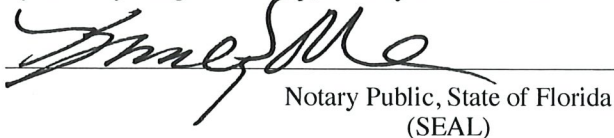
*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.


Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

20th day of April, 2023 A.D.

by Lindsey Padgett who is personally known to me.


Notary Public, State of Florida
(SEAL)

KIMBERLY S. MARTIN
MY COMMISSION # HH 282034
EXPIRES: July 25, 2026

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER THE
HEARTLAND DENTAL - COLONIAL DRIVE PREVENTIVE & COMPRE-
HENSIVE DENTISTRY
SIGN VARIANCE
CASE NUMBER: VR-23-01

NOTICE IS HEREBY GIVEN, that the OCOEE CITY COMMISSION will hold a PUBLIC HEARING on TUESDAY, MAY 2, 2023, at 6:15 P.M. or as soon thereafter as possible, at the Ocoee City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, in order to consider the petition of Samantha Gensler-Breuer, on behalf of WMG Acquisitions, property owner, for a sign variance application for the Heartland Dental - Colonial Drive Preventive & Comprehensive Dentistry dental office according to the provisions of Article IV, Subsection 4-9 of the City of Ocoee Land Development Code.

Action Requested: The parcel is located at 1110 Blackwood Avenue and is assigned Parcel ID Number 20-22-28-0742-02-000. Section 8-6A in Article VIII of the Land Development Code (LDC) establishes, for a building of 10,000 SF or smaller, a maximum sign area of 36 SF and a sign height of three (3) feet. For corner lots, a maximum of two (2) wall signs would be permitted, one (1) per elevation adjacent to a right-of-way at a maximum size of 36 SF and a maximum height of 3 feet. The applicant is requesting two (2) variances to Section 8-6A, LDC, as follows: (1) allow a sign height of six (6) feet in lieu of three (3) feet, representing a 100% height increase, for the west sign elevation and (2) allow a sign copy area of 70 SF in lieu of 36 SF, representing a 94% sign size increase, for the north sign elevation.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

April 20, 2023

23-01426W



**ITEM NUMBER 6 IS RESCHEDULED
TO A FUTURE DATE**

PUBLIC HEARING

- 6. Second Reading and Public Hearing of a Resolution Creating the Ocoee Northwest Brownfield Area. (Development Services Director Rumer)** *(First Reading was heard at the April 18, 2023, City Commission Meeting. Advertised in the West Orange Times on Thursday, April 6, 2023 & April 13, 2023)*
At the request of Staff, this item is being rescheduled to a future date.

RESCHEDULED

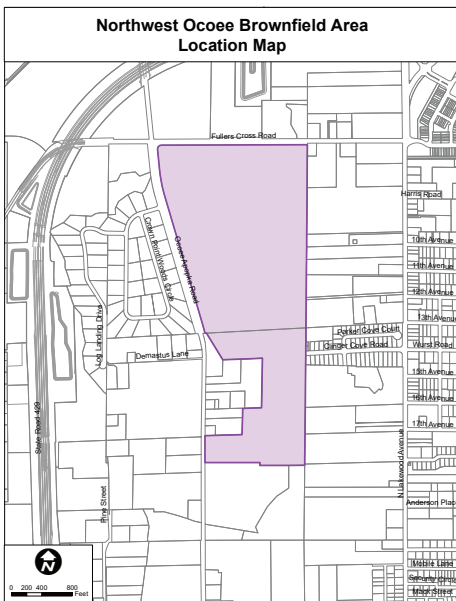


CITY OF OCOEE
NOTICE OF PUBLIC HEARING
NORTHWEST OCOEE BROWNFIELD AREA

NOTICE IS HEREBY given that the City of Ocoee City Commission will consider the adoption of the proposed Resolution, creating the Northwest Ocoee Brownfield Area for remediation, rehabilitation, and economic redevelopment pursuant to the requirements as amended in Ch. 97-277, Laws of Florida, codified as Sections 376.77 - 376.86, Florida Statutes.

The **OCOEE CITY COMMISSION** will hold the 1st public hearing on **TUESDAY, APRIL 18, 2023, AT 6:15 PM** or as soon thereafter as practical. The public hearing will be held in the City Hall Commission Chambers located at 1 N Bluford Ave. The **OCOEE CITY COMMISSION** will hold the 2nd public hearing on **TUESDAY, MAY 2, 2023, AT 6:15 PM** or as soon thereafter as practical. The public hearing will be held in the City Hall Commission Chambers located at 1 N Bluford Ave, Ocoee.

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, CREATING THE NORTHWEST OCOEE BROWNFIELD AREA; FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION, REHABILITATION, AND ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION AS REQUIRED; AND PROVIDING AN EFFECTIVE DATE.



Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony

and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.



STAFF REPORT

Meeting Date: May 2, 2023

Item #: 7

Contact Name: Melanie Sibbitt

Contact Number: Ext. 1026

Department Director: Melanie Sibbitt

City Manager: Robert Frank

**Subject: Discussion and Direction Regarding the Human Relations Diversity Board (HRDB).
(City Clerk Sibbitt)**

Background Summary:

The mission of the Human Relations Diversity Board is to promote understanding, respect, goodwill and equality among citizens and businesses in Ocoee. On January 17, 2023, the City Commission amended the HRDB Bylaws, and on February 7, 2023, the City Commission continued the appointment of members until after the municipal elections. It was discussed at the April 18, 2023, City Commission meeting that the City Commission should consider modernizing the board and revising it. In addition, Commissioner Kennedy has spoken to City Manager Frank and City Clerk Sibbitt about specific issues he would like to address, such as: 1) renaming the board, 2) modifying the objectives and mission, and 3) appointing a committee to review and suggest modifications to the bylaws.

Issue:

Should the City Commission appoint members to the HRDB or does the Commission wish to consider Commissioner Kennedy's request to create a more modernized board and revise it with a new name, structure and mission?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners appoint members to the HRDB or instruct staff to consider Commissioner Kennedy's request to bring back a more modernized board with a new name, structure and mission.

Attachments:

1. 2023-01 Resolution Relating to the HRDB and Bylaws

Financial Impacts:

None

Type of Item: Regular

RESOLUTION NO. 2023-01

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, AMENDING RESOLUTION NO. 2021-002 RELATING TO THE HUMAN RELATIONS DIVERSITY BOARD BY PROVIDING FOR A CHANGE IN MEMBERSHIP; CLARIFYING OTHER REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article II, Section C-8.0 of the Charter of the City of Ocoee, Florida, provides that the City of Ocoee has the power to create boards, commissions and committees to advise and assist the City in carrying out municipal functions; and

WHEREAS, the City Commission of the City of Ocoee adopted Resolution 2003-021 on September 16, 2003 creating the Human Relations Diversity Board and adopting its Bylaws; and

WHEREAS, the City Commission subsequently modified Resolution 2003-021 through the action of Resolutions 2004-011, 2010-010, 2013-007, 2015-014, 2016-009 and 2021-002; and

WHEREAS, the City Commission believes it is in the best interest of the city and the Board to amend the Membership and Bylaws of the Human Relations Diversity Board.

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

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida, Article II, Section C-8.0 of the Charter of the City of Ocoee, Florida and Chapter 166, Florida Statutes.

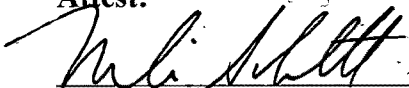
SECTION 2. Purpose. The language of the enabling legislation and Bylaws contained in Resolution 2021-002 is hereby revised, as shown on **Exhibit "A"** to this Resolution. Deletions from the original content are shown in strikethrough text; additions are shown in underlined text.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 17th day of January, 2023.

Attest:



Melanie Sibbitt, City Clerk

(SEAL)

CITY OF OCOEE, FLORIDA



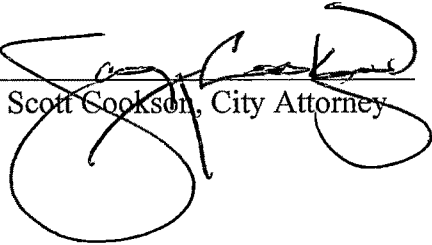
Rusty Johnson, Mayor

ADOPTED THIS 17th DAY OF
January, 2023, UNDER
AGENDA ITEM NO. 4

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE. APPROVED AS
TO FORM AND LEGALITY THIS
17th DAY OF JAN., 2023.

SHUFFIELD, LOWMAN & WILSON,
P.A.

BY:



Scott Cookson, City Attorney

EXHIBIT "A"

I. Mission:

The general mission of the Human Relations Diversity Board ("HRDB") is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. In no event shall the HRDB by itself possess any decision-making authority or be authorized to bind the City of Ocoee.

II. Objectives:

A. Foster mutual understanding and **respect** among all persons emphasizing the positive impact that diversity brings to the City of Ocoee;

B. Facilitate communication between the City Commission and citizen groups, individuals, and businesses;

C. Assist the City Commission in educating the community through projects devoted to the elimination of prejudice, racial tension, intolerance, or discrimination;

D. Provide suggestions and encouraging equality of treatment for, and preventing discrimination against, any persons or businesses by Ocoee City government;

E. Serve as an informational conduit to the community at large; and

F. Make recommendations to the City Commission and staff on HRDB related matters, as needed.

III. Membership:

A. The HRDB shall consist of no less than five (5) and no more than seven (7) voting members. The City Commission shall designate one member of the City Commission, and the City Manager shall designate one member of staff, both of whom will serve as liaisons (non-voting) members. The duties of the liaisons appointed by the Commission and City Manager are to assist the HRDB in attaining the HRDB objectives and report the HRDB's progress to the Commission and City Manager periodically - not to provide direction or directives to HRDB members or the HRDB in general unless the City Commission has authorized same. In addition, from time to time, the City Commission may designate one (1) member representing an organization with operations in the City (such as a church or other civic organization) to serve as a liaison (non-voting) member for a term determined by the City Commission. For the initial five (5) voting members, each City Commissioner shall appoint one (1) person from the Commissioner's district to be an HRDB member. The Mayor shall appoint one (1) person from any district to be an HRDB member. Two (2) additional at-large voting HRDB members will be appointed by the City Commission from a list of interested and eligible persons who have completed an Application for Serving on City Boards available from the City Clerk, and who are representative of the diversity of the community, including race, sex, age, religion, disability, sexual orientation, and ethnic group. The two (2) at-large members may be from any district, except that at no time shall both at-large members be from the same district. Members are expected to attend Board meetings and participate in a minimum of one Board-sponsored event per calendar year. Applicants for membership should anticipate that participation will require considerable devotion of personal time. Effective January 1, 2023, the member appointed from District 1, the member appointed from District 3, and the first of the two (2) at-large members shall serve a two

(2) year term and the member appointed from District 2, the member appointed from District 4, the member appointed by the Mayor and the second of the two (2) at-large members shall serve a three (3) year term. Once the terms of an original appointed member expires, subsequent, members shall serve a three (3) year term and may be reappointed, irrespective of the number of terms previously served. In the event of a vacancy in a member appointed by a City Commissioner, the applicable City Commissioner shall appoint the new member from that Commissioner's district. In the event of a vacancy in a member appointed by the Mayor, the Mayor shall appoint the new member from any district. In the event of a vacancy in an at-large member, the City Commission shall appoint the new member from any district other than the district of any current at-large member. Subsequent at-large members shall meet the same requirements as the initial at-large members. Vacancies shall remain vacant until appointed as provided herein.

B. Only those persons who reside in Ocoee shall be eligible for membership. Persons who were convicted of a felony or a misdemeanor involving moral turpitude are ineligible.

C. Members of the HRDB shall meet as determined by, and in accordance with, the provisions of the Bylaws for the HRDB and/or at such other times as may be called by the Chair thereof. Notice of each meeting shall be provided to all members of the HRDB within a reasonable time prior to the meeting. All meetings of the HRDB will be open to the public with notice of the place, day, and hour of the meeting posted at Ocoee City Hall at least forty-eight (48) hours in advance of any such meeting.

D. Members shall be subject to the Florida Sunshine Law and Robert's Rules or Order.

E. The members of the HRDB may not vote upon a matter at a meeting unless 50% plus one of the members (a quorum) is present. Liaison members, because they are non-voting, are not to be included in a count of the members for the purpose of determining whether a quorum is present.

F. All members serve at the pleasure of the City Commission and may be removed for cause at any time. In no event will the HRDB have the authority to remove any member. Any member who misses three consecutive regular meetings or five regular meetings in a 12-month period or does not participate in one board-sponsored event shall be deemed to have resigned by the HRDB. Any member submitting a voluntary resignation must do so in writing to the City Clerk.

G. Each member shall attend and complete diversity training and ethics training within twelve (12) months of being appointed. Such training will be paid for by the City and directed by the City Clerk.

IV. Bylaws:

The Bylaws for the HRDB shall be as set forth below, which are attached hereto and incorporated herein by reference.

CITY OF OCOEE HUMAN RELATIONS/DIVERSITY BOARD

BYLAWS

ARTICLE 1

(Name of Organization)

The official name of this organization shall be the City Of Ocoee Human Relations Diversity Board("HRDB").

ARTICLE 2

(Purpose and Objectives)

1. Mission. The general mission of the HRDB is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. In no event shall the HRDB by itself possess any decision-making authority or be authorized to bind the City of Ocoee.

2. Objectives. The objectives of the HRDB are:

A. Foster mutual understanding and respect among all persons, emphasizing the positive impact that diversity brings to the City of Ocoee;

B. Facilitate communication between the City Commission and citizen groups, individuals, and businesses;

C. Assist the City Commission in educating the community through projects devoted to eliminating prejudice, racial tension, intolerance, or discrimination;

D. Provide suggestions and encourage equality of treatment for, and prevent discrimination against, any persons or businesses by Ocoee City government;

E. Serve as an informational conduit to the community at large; and

F. Make recommendations to the City Commission and staff on HRDB related matters, as needed.

ARTICLE 3

(Officers)

1. The HRDB shall be governed by three officers: Chair, Chair-Elect, and Past-Chair. The HRDB shall elect from among its members a Chair-Elect and any such other officers and assistant officers as may be deemed necessary by affirmative vote of a majority of the members present at a meeting at which a quorum is present. At the end of his or her term as Chair-Elect, the incumbent shall become Chair and the former Chair shall become the Past-Chair. The City Clerk shall assign a person to serve as recording clerk of the HRDB. Said person is not a member of the HRDB. There is no specific term for this office; the City Clerk may appoint a new person to fulfill this role as the need arises.

2. Elected HRDB officers shall each serve for a term of one (1) year or until their successors are elected. Officers shall not be limited in the number of terms they serve. At each election, the members may vote to retain the current slate of officers in their present positions rather than allow the progression of officers to occur. Vacancies which occur among the officers of the HRDB during the term of service may be filled by the HRDB at its next regular meeting, provided that there is at least one week's notice of the election prior to the meeting.

ARTICLE 4

(Duties of Officers)

1. Duties of the Chair. The Chair shall in general supervise and control the affairs of the HRDB and perform all other duties incident to the office of Chair. The Chair shall preside at all meetings of the HRDB and shall hold ex-officio membership on all subcommittees. The Chair shall perform all other duties ordinarily pertaining to the office and shall appoint all subcommittees.

2. Duties of the Chair-Elect. The Chair-Elect shall perform the duties of the Chair in the absence of the Chair, chair one or more subcommittees, or undertake additional duties assigned by the Chair.

3. Duties of the Past-Chair. The Past-Chair shall perform the duties of the Chair in the absence of the Chair and Chair-Elect, chair one or more subcommittees, or undertake additional duties assigned by the Chair.

4. Duties of the Recording Clerk. The Recording Clerk shall ensure that the meetings are recorded and shall have the duty of preparing minutes of each motion made and vote taken during each regular or special meeting of the HRDB, preparing correspondence, and making and posting announcements of HRDB and subcommittee meetings.

5. The duties of any office created by the HRDB shall be those assigned in the motion creating the office but cannot conflict with the duties assigned to any office established by these Bylaws.

ARTICLE 5

(Subcommittees)

1. The HRDB may create such subcommittees as may be required to attain its objectives, as set forth in Article 2. Subcommittee Chair shall be selected by the members of each subcommittee.

2. Subcommittee Meetings. Subcommittees may meet with such frequency as they deem appropriate for the assigned task. Notification of all subcommittee meetings shall be provided to all members no less than five (5) days prior to each meeting. All meetings of any subcommittee shall be open to the public with notice of the date, place, and time posted at Ocoee

City Hall at least forty-eight (48) hours in advance of any such meeting. Subcommittee meetings shall be conducted in the same manner as a regular meeting but shall be limited to the conduct of business according to the scope of the subcommittee. Subcommittee meetings need not be recorded or attended by the Recording Clerk.

ARTICLE 6

(HRDB Meetings)

1. Regular Meetings. Regularly scheduled meetings shall be held throughout the year. The frequency and specific calendar shall be determined by consensus at the first meeting of the year and shall include a first meeting date for the following calendar year. Notification of all regular meetings shall be provided to all members no less than seven (7) days prior to each meeting. All meetings of the HRDB shall be open to the public with notice of the date, place, and time posted at Ocoee City Hall at least forty-eight (48) hours in advance of any such meeting. The Recording Clerk shall prepare minutes of each motion made and vote taken during each regular meeting.

2. Special Meetings. Special meetings may be called by the Chair or the Chair-Elect or by a majority of the HRDB members. Notification of all special meetings shall be posted in the same manner as regular meetings, but with not less than five (5) days prior notice. Special meetings shall be conducted in the same manner as a regular meeting but shall be limited to the conduct of business specifically set forth in the notice. The Recording Clerk shall prepare minutes of each of each motion made and vote taken during each special meeting.

3. Meeting Set-Up. Regular meetings shall be held in the Commission Chambers at City Hall, or such other location as determined by the Recording Clerk if the Commission Chambers are unavailable. The Recording Clerk shall sit on the dais or other area with access to recording equipment. Voting members shall sit around a table with the liaison members and members of the public seated in the audience chairs.

ARTICLE 7

(Quorum and Voting)

1. Quorum. For the purpose of conducting the regular business of the organization, 50% plus one of the total of all current members shall constitute a quorum. Liaison members cannot be counted when determining the presence of a quorum.

2. Voting. Voting shall be done by voice vote or by show of hands at the discretion of the Chair. Votes may only be taken at a properly noticed meeting at which a quorum is present. Unless otherwise provided in these Bylaws, the passage of any item shall require a simple majority vote of those in attendance. Each duly qualified member in attendance, including officers, shall be

entitled to one vote. Voting by proxy, absentee ballot, electronic mail, or by telephone shall not be permitted.

ARTICLE 8

(Parliamentary Authority)

The parliamentary procedural rules found in the current edition of Robert's Rules of Order shall govern HRDB meetings and actions in all cases where they are not in conflict with these Bylaws.



STAFF REPORT

Meeting Date: May 2, 2023

Item #: 8

Contact Name: Kathy Heard

Contact Number: Ext. 1023

Department Director: Melanie Sibbitt

City Manager: Robert Frank

Subject: Approval of Commission Liaisons to Various Boards. (City Clerk Sibbitt)

Background Summary: Each year the Commission reviews the Liaisons Appointments to various boards and makes changes, if needed. In 2022 the following appointments were made:

Parks and Recreation Board ***	Commissioner Wilsen
Citizens Advisory Board for the Police Dept. ***	Commissioner Brinson
Citizens Advisory Board for the Fire Dept. ***	Commissioner Firstner
Human Relations Diversity Board **	Commissioner Oliver
Personnel Board **	Mayor Johnson
Tri-County League of Cities *	Commissioner Wilsen
West Orange Airport Authority *	Commissioner Oliver
W.O. Chamber of Commerce *	City Manager Frank
Education Incentive Board **	Commissioner Brinson
MetroPlan Orlando Municipal Advisory Committee (MAC) *	Commissioner Firstner

* Required by Organization

** Required by Code or Bylaws

*** Not required by Code or Bylaws

Issue:

Should the Honorable Mayor and City Commissioners appoint commission liaisons to the various boards listed above?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners make appointments to the above-listed boards.

Attachments:

None

Financial Impacts:

None

Type of Item: Regular



Meeting Date: May 2, 2023
Item #: 9

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Appointment of a Charter Review Commission, in accordance with the City of Ocoee Charter, Article X, Section C-59. (City Clerk Sibbitt)

Background Summary:

According to Article X, Section C-59 of the Charter, "A Charter Review Commission shall be appointed by the City Commission no later than December 15 in the year 1999 and no later than December 15 every ten (10) years thereafter. A Charter Review Commission may also be appointed by the City Commission at such times as deemed necessary by the City Commission. The Charter Review Commission shall consist of five (5) members who shall be appointed by a majority vote of the City Commission and who shall serve on such a Commission for terms of one (1) year unless such terms are extended by the City Commission. The Mayor shall also appoint two (2) alternate members, subject to the approval of the City Commission, who may fill in for any member absent from a Charter Review Commission meeting". The previous Charter Review Commission was appointed at the September 6, 2016, Regular City Commission meeting. They held nine (9) meetings beginning October of 2016 through June of 2017, with ballot questions placed on the March 2018 Municipal Election.

On April 18, 2023, the City Commission voted unanimously to proceed with establishing a Charter Review Commission to include a qualified individual in Municipal Elections to work with the Charter Review Commission as a facilitator.

Issue:

In accordance with C-59 of the City Charter, the City Commission shall appoint, by majority vote, a Charter Review Commission consisting of five (5) members who shall serve on such Commission for terms of one (1) year unless such terms are extended by the City Commission. The Mayor shall also appoint two (2) alternate members, subject to the approval of the City Commission, who may fill in for any member absent from a Charter Review Commission meeting.

Recommendations:

Staff recommends the Honorable Mayor and Commissioners a) provide names for appointment to the Charter Review Commission to the City Clerk by Friday, May 12, 2023; and b) direct City staff to provide the credentials for qualified individuals to select as a Charter Review Commission facilitator, for consideration and approval at the Regular City Commission Meeting on May 16, 2023.

Attachments:

1. ARTICLE_X__Charter_Review_Commission
2. Proposed draft timeline

City of Ocoee • 1 N. Bluford Avenue • Ocoee, Florida 34761
Phone: (407) 905-3100 • www.occoee.org

Financial Impacts:

None

Type of Item: Regular

ARTICLE X Charter Review Commission

§ C-59. Appointment of members; alternate members; absences. [Amended 12-1-2009 by Ord. No. 2009-030¹; 10-3-2017 by Ord. No. 2017-025²]

- (1) A Charter Review Commission shall be appointed by the City Commission no later than December 15 in the year 1999 and no later than December 15 every ten (10) years thereafter. A Charter Review Commission may also be appointed by the City Commission at such times as deemed necessary by the City Commission. The Charter Review Commission shall consist of five (5) members who shall be appointed by a majority vote of the City Commission and who shall serve on such Commission for terms of one (1) year unless such terms are extended by the City Commission. The Mayor shall also appoint a first and second alternate member, subject to the approval of the City Commission, who may fill in for any member absent from a Charter Review Commission meeting.
- (2) Alternate members shall serve as a regular member of the Charter Review Commission; provided, however, an alternate member may not vote on a matter unless a member is absent. If a member is absent, the first alternate may vote on a matter in the place of the absent member. If a second member is absent, the second alternate may vote on a matter in the place of the second absent member.
- (3) Absence by any member, including the alternates, from three (3) meetings of the Charter Review Commission shall result in automatic removal of the absent member and vacation of the seat of the absent member, whether such member's absence is excused or unexcused.

§ C-60. Removal; vacancies.

- A. Removal. Any member of the Charter Review Commission may be removed by the City Commission in accordance with the following procedures:
 - (1) The City Commission shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal. A copy of the resolution shall be promptly delivered to the member of the Charter Review Commission sought to be removed.
 - (2) Within five (5) days after a copy of the resolution is delivered to the member sought to be removed, such member may file with the City Commission a written reply and/or a written request for a public hearing. This hearing shall be held at a City Commission meeting no earlier than fifteen (15) days and no later than thirty (30) days after the request is filed.
 - (3) The City Commission may adopt by affirmative vote of a majority of all its members a final resolution of removal, which may be made effective immediately. Such resolution, if adopted, must be adopted no earlier than six (6) days and no later than thirty (30) days from the date a copy of the preliminary resolution was delivered to the member sought to be removed, if such

¹**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum 3-13-2018. Said ordinance also provided for an effective date of 6-1-2018.

member has not requested a public hearing. If such member has requested a hearing, such resolution, if adopted, must be adopted within forty-five (45) days from the date of the hearing.

- B. Vacancies. In the event of a vacancy on the Charter Review Commission, the first alternate will assume the vacant seat. In the event of a second vacancy on the Charter Review Commission, the second alternate will assume the vacant seat. If any vacancy occurs in the Charter Review Commission and no alternate member is available to assume the vacant seat, a qualified individual shall be appointed by the City Commission to serve in place of the member who created the vacancy. Such vacancy shall be filled within thirty (30) days after the vacancy occurs. **[Amended 10-3-2017 by Ord. No. 2017-025²]**

§ C-61. Powers and duties. [Amended 12-1-2009 by Ord. No. 2009-030³; 10-3-2017 by Ord. No. 2017-025³]

The Charter Review Commission shall be empowered to conduct a comprehensive study of any or all phases of city government. If changes are recommended, the Charter Review Commission shall transmit its proposed report with Charter amendments in ordinance form to the City Commission for comment. The City Commission shall, within 45 days of receipt, review the report. If the City Commission has comments or recommendations, the City Commission will return its comments or recommendations, if any, to the Charter Review Commission within the same 45 day period. The Charter Review Commission shall consider the comments or recommendations of the City Commission and then shall make its own final report to the City Commission, in ordinance form, which shall be adopted verbatim by the City Commission and which shall be placed on the ballot at the next municipal election. The final report and ordinance must be adopted by the City Commission at least ninety (90) days prior to the election, or as otherwise may be required by law. In the same election, the City Commission may sponsor its own proposal for inclusion on the ballot. In the event of any conflict among proposals, that proposal receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

§ C-62. [Repealed]. [Amended 12-1-2009 by Ord. No. 2009-030]

§ C-63. Officers.

The Charter Review Commission shall create and elect appropriate officers as it deems necessary for the orderly conduct of its specific duties.

§ C-64. Expenses.

The City Commission shall appropriate funds to defray reasonable expenses of the Charter Review Commission.

²Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum 3-13-2018. Said ordinance also provided for an effective date of 6-1-2018.

³Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.

Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-13-2018. Said ordinance provided for an effective date of 6-1-2018.

Date	Board or Responsible Party	Task	Authority	Misc.
08-15-2023	Charter Review Commission	Finalize recommendations/ordinance for presentation to the City Commission	C-61 Charter	The City Commission shall, within 45 days of receipt, review the report. If the City Commission has comments or recommendations, the City Commission will return its comments or recommendations, if any, to the CRC within the same 45-day period.
09-29-2023	City Commission/Charter Review Commission	Comments or recommendations need to be received by the CRC	C-61 Charter	The City Commission shall, within 45 days of receipt, review the report. If the City Commission has comments or recommendations, the City Commission will return its comments or recommendations, if any, to the CRC within the same 45-day period.
10-03-2023	City Commission	First reading of Ordinance		CRC chair bring report to the City Commission along with first reading of the ordinance
10-17-2023	City Commission	Public hearing/adoption of Ordinance		Second reading of ordinance; charter amendments transmitted to SOE
12-12-2023	Orange County Supervisor of Elections Office	Deadline for Charter questions per Supervisor of Election Bill Cowles. Charter questions must be provided to SOE by 12-12-2023 or sooner, if possible.	C-61 Charter	The final report and ordinance must be adopted by the City Commission at least ninety (90) days prior to the election, or as otherwise may be required by law.
03-19-2024	Orange County Supervisor of Elections Office	Election Day* <i>*Provided the City Commission determines that the March 19, 2024 Presidential Primary Election qualifies as a "municipal election" as discussed at the April 18th City Commission Meeting.</i>	C-61 Charter	The final report and ordinance must be adopted by the City Commission at least ninety (90) days prior to the election, or as otherwise may be required by law.



Meeting Date: May 2, 2023
Item #: 10

Contact Name: Robert Frank
Contact Number: Ext. 6434

Department Director: Robert Frank
City Manager: Robert Frank

Subject: Discussion and Direction on the Special Election. (City Manager Frank)

Background Summary:

On April 18, 2023, the consensus of the City Commission was to place an agenda item on the May 2, 2023, City Commission Meeting to discuss the special election, and include a second opinion on the interpretation of the City Charter as it relates to when the election can be held. The City Commission asked the City Manager to hire an attorney qualified on municipal election laws.

City Manager Frank retained Attorney Richard Geller of Fishback Dominick LLP, who is board certified by the Florida Bar in City, County, and Local Government Law, for a second opinion on when the Special Election can be held in accordance with the City Charter. Mr. Geller has practiced law for over 30 years, the last 15 with Fishback Dominick, which is a premier local government law firm in the area. Mr. Geller has provided a letter explaining his interpretation of the City Charter and will present his findings.

If the City Commission considers cancelling the June 13, 2023, special election for the District 4 Commission seat, and instead calls a general city election on March 19, 2024, the resolution provided by Mr. Geller would need to be adopted.

Issue:

Should the City Commission consider cancelling the June 13, 2023, special election for the District 4 Commission seat, and instead call a general city election on March 19, 2024?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners review Attorney Geller's professional opinion on when the City can hold the Election for the District 4 Commission seat in accordance with the City Charter. If the City Commission considers cancelling the June 13, 2023, special election for the District 4 Commission seat, and instead calls a general city election on March 19, 2024, the resolution provided by Mr. Geller would need to be adopted.

Attachments:

1. Letter
2. Resolution

Financial Impacts:

None

Type of Item: Regular

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* J. GIFFIN CHUMLEY
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* DANIEL W. LANGLEY
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* FLORIDA BAR BOARD CERTIFIED IN CITY,
COUNTY AND LOCAL GOVERNMENT LAW

April 27, 2023

VIA E-MAIL

Mr. Robert Frank, City Manager
City of Ocoee
150 North Lakeshore Drive
Ocoee, FL 34761
rfrank@ocoe.org

Re: City of Ocoee – Proposal to Postpone Election

Dear Mr. Frank:

As authorized by the City Commission, you asked me for an independent legal opinion as to whether the City, to save expense, can lawfully postpone the District 4 City Commission special election, currently scheduled for June 13, 2023, until March 19, 2024.

Orange County Supervisor of Elections Bill Cowles has designated March 19, 2024 as Orange County Municipal Elections Day, and is encouraging municipalities to schedule any pending elections for that day. The Commission proposed March 19, 2024 as the date for citizens to vote on proposed City Charter amendments and the District 4 seat. It is also the date of the Presidential Preference Primary Election. Mr. Cowles advised the City Clerk that his office will assume the costs of printing ballots, obtaining polling locations, and hiring poll workers for the ten precincts in the City, if the City holds the election on that day.

The City Clerk estimated that the City would incur \$10,000.00 in expense if it proceeds with the special election on June 13, 2023. The City would incur additional expense if a run-off election is required, whether or not the Commission postpones the District 4 election.

On April 18, 2023, the Commission timely voted to appoint Commissioner Ages Hart to the District 4 seat; therefore, pending an election for the seat, District 4 citizens have interim representation on the Commission.

Summary of the Legal Analysis

The City Commission can lawfully cancel the June 13, 2023 special election and call a "general city election" for March 19, 2024 to decide Charter amendments as well as the election of former District 4 Commissioner Oliver's "successor [who] shall serve for the unexpired term

of the member who created the vacancy.” City Charter, C-17 C. March 19, 2024, the date proposed for the general city election, would fall within a year of March 21, 2023, when Commissioner Oliver created a vacancy in the District 4 seat by his January 10, 2023 letter of resignation. The letter stated that his resignation was “effective on the date that the Mayor is sworn into office in 2023,” which occurred on March 21, 2023.

Alternatively, the Commission could deem March 24, 2024 a “special election” to choose the Commissioner’s successor so long as the Commission “calls”—that is, announces—the special election within 90 days of the March 21, 2023 vacancy. A special election need not take place within the 90 days, as explained more fully below.

Legal Analysis

Section C-17 of the City Charter states in pertinent part:

Filling of vacancies. If any vacancy, other than the Office of mayor, occurs in the City Commission, an eligible person shall be selected by the City Commission within thirty (30) days of the vacancy to serve until the successor is elected. If a vacancy occurs in the office of Mayor, the Mayor pro tem shall serve as an interim Mayor until the successor is elected. The City Commission shall appoint an interim Commissioner to fill the vacancy created by the Mayor pro tem serving as Mayor; such interim Commissioner shall serve until such time as a Mayor is elected. The Mayor pro tem shall resume representation of his single-member district for the remainder of the term. **The successor to the office of Mayor or Commissioner shall be elected at the next general city election if such election is to be held within twelve (12) months of the vacancy. If a general city election will not be held within twelve (12) months, the successor shall be elected at a special election which shall be called by the City Commission within ninety (90) days of the vacancy.** The successor shall serve for the unexpired term of the member who created the vacancy. If all members of the City Commission are removed at the same time, the Governor of the State of Florida shall appoint an interim City Commission that shall call a special election within ninety (90) days of appointment.

Therefore, to comply with section C-17, an election for the District 4 seat on March 19, 2024 must either be a “general city election” within a year of the vacancy or a special election “called,” that is, announced, within 90 days of the March 21, 2023 vacancy.

A. An Election to Decide Charter Amendments is a General City Election

Section C-10 of the City Charter states, “The City Commission shall be the judge of the election and qualifications of its members...” The Commission can reasonably determine that the March 2024 election is the “next general city election” because citizens would decide proposed Charter amendments in addition to who shall hold the District 4 seat.

The City Code does not define the term “general city election.” However, a “special election” occurs in only three circumstances under the Charter and City Code:

- §5-7: “[I]n the event that the death, withdrawal or removal from the ballot of a qualified candidate(s) results in no qualified candidate remaining on the ballot for such elected office, qualifying shall be reopened and a special election shall be held for such office”;
- C-17: “If a general city election will not be held within twelve (12) months, the successor shall be elected at a special election which shall be called by the City Commission within ninety (90) days of the vacancy”;
- C-19: “Within six (6) weeks after filing of such petition [for a proposed ordinance], the City Commission may pass said ordinance, or shall call a special election to be held within ninety (90) days, at which the adoption or rejection of such ordinance shall be submitted to the qualified voters of the City.”

Under section C-59 of the City Charter, a Charter amendment approved by the Charter Review Commission “shall be placed on the ballot at the next municipal election.” The Charter, therefore, does not define a referendum on a Charter amendment as a “special election.” It reasonably follows that an election to decide Charter amendments would be a “general city election.”

A “general city election” may or may not constitute a “regular municipal election.” Section C-45 of the City Charter defines the term “regular municipal election” as follows: “Beginning in March 2021, regular municipal elections shall be held annually on the second Tuesday in March of each odd-numbered year.” Section C-17 of the City Charter would require the election of a Commissioner’s successor at “the next **general** city election,” not at the next “**regular** municipal election,” which will not occur until March 2025. Further, C-59 of the City Charter would require consideration of Charter amendments at the “next municipal election.” Charter amendments need not wait for a “regular municipal election,” in March 2025.

An election on Orange County Municipal Elections Day to decide Charter amendments and the District 4 seat would clearly be a “general city election.”

B. “Calling” an Election is Not the Same as “Holding” an Election

If for any reason anyone disagrees with the foregoing conclusion, Section C-17 of the City Charter states, “If a general city election **will not be held** within twelve (12) months, the successor shall be elected at a special election which shall be **called** by the City Commission **within ninety (90) days of the vacancy.**” The 90 day requirement to “call” an election is not the same as “holding” the election. “Calling” an election is synonymous with announcing it. Section C-17 does not mandate the City to hold the special election for the District 4 seat on June 13, 2023.

The Florida Supreme Court has recognized that calling an election is not the same as holding the election. *See, e.g., State ex rel. Brown v. Blocks*, 175 So. 232 (Fla. 1937) (“**One of the things necessary to be done to accomplish the registration of voters and the conducting and holding of an election is the calling of the election....**”). Therefore, “calling” a special election, that is, announcing a special election, is not the same as “holding” the special election.

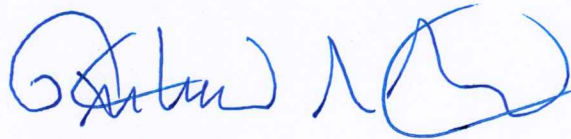
Before a municipality can “call” a special election, the City must obtain the Supervisor of Elections’ “consent” to a date “when the [voter] registration books can be available.” Fla. Stat. § 100.151. The holding of an election cannot take place until **after** voter registration books are closed, 29 days beforehand. Fla. Stat. § 97.055. It necessarily follows that holding an election must occur after the election is called.

Section C-19 of the City Charter, pertaining to a petition for an ordinance signed by 10% of qualified registered voters, states, “Within six (6) weeks after filing of such petition [for a proposed ordinance], the City Commission may pass said ordinance, or **shall call a special election to be held within ninety (90) days**, at which the adoption or rejection of such ordinance shall be submitted to the qualified voters of the City.” In contrast, section C-17 of the Charter, pertaining to the election of a successor Commissioner, contains no requirement to **hold** the election within 90 days: “[T]he successor shall be elected at a special election which shall be called by the City Commission within ninety (90) days of the vacancy.” The omission of a requirement to hold a special election in section C-17 within 90 days gives the City Commission reasonable discretion when to hold the election. *See Senior Citizens Protective League, Inc. v. McNayr* 132 So. 2d 237, 238 (Fla. 3d DCA 1961) (“the Board of County Commissioners, in their discretion as the legislative body of the county, may set such election which may not be interfered with by the courts without a showing of fraud, corruption, gross abuse of discretion, etc.”) The Charter’s clear intent is for an election to replace the interim appointed Commissioner within a year. An election for the District 4 seat to be held within a year is within the Commission’s discretion.

Conclusion

In short, the City Commission has inherent authority to cancel the June 13, 2023 special election and instead call a general city election to be held on March 19, 2024, to elect the successor to the District 4 Commissioner who created a vacancy and to vote on proposed Charter amendments. I will present this analysis at the May 2, 2023 Commission meeting for the Commissioners' consideration and will be pleased to answer any of their questions.

Very truly yours,



Richard S. Geller

cc: A. Kurt Ardaman, Esquire
Dan Langley, Esquire

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, RESCINDING THE CITY’S CALL FOR A SPECIAL ELECTION FOR THE DISTRICT 4 COMMISSION SEAT SCHEDULED FOR JUNE 13, 2023; CALLING INSTEAD FOR A GENERAL CITY ELECTION AND SCHEDULING SUCH ELECTION ON MARCH 19, 2024, TO COINCIDE WITH ORANGE COUNTY MUNICIPAL ELECTION DAY AND THE PRESIDENTIAL PREFERENCE PRIMARY, FOR THE ELECTION FOR THE DISTRICT 4 COMMISSION SEAT, PROPOSED AMENDMENTS TO THE CITY CHARTER, AND ANY OTHER MATTERS REQUIRING A MUNICIPAL ELECTION; PROVIDING FOR SEVERABILITY AND A SAVINGS CLAUSE; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City of Ocoee (the "City") is vested with Home Rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes to conduct municipal government, and exercise any power for municipal purposes except as otherwise prohibited by law; and

WHEREAS, the City’s broad Home Rule authority includes the power to call, rescind the call, and schedule elections pertaining to the City Commission and the City Charter by Resolution in accordance with the Charter and City Code; and

WHEREAS, the calling and scheduling of an election is a discretionary legislative act of the City Commission within the requirements established in the City Charter, chapter 5 of the City Code, and under chapter 100, Florida Statutes; and

WHEREAS, pursuant to Section C-10 of the City Charter, “The City Commission shall be the judge of the election and qualification of its members....;” and

WHEREAS, pursuant to Section C-17 of the City Charter, the City Commission called a special election to choose “[t]he successor [who] shall serve for the unexpired term of the member

who created the vacancy” of the District 4 Commission seat, and scheduled the special election for June 13, 2023; and

WHEREAS, the special election would require the City to pay the cost of printing ballots and poll workers, estimated at \$10,000.00; and

WHEREAS, the Orange County Supervisor of Elections is encouraging municipalities in Orange County, including the City of Ocoee, to hold any pending municipal elections on Orange County Municipal Election Day, concurrently with the Presidential Preference Primary, on March 19, 2024; and

WHEREAS, the Orange County Supervisor of Elections has consented, pursuant to Florida Statutes § 100.151, to making voter registration books available immediately to register to vote, which will accommodate an election of the City of Ocoee on Orange County Municipal Election Day, on March 19, 2024; and

WHEREAS, the Orange County Supervisor of Elections has committed to assuming the cost of printing ballots, renting polling locations, and compensating the poll workers who will work at the ten precincts in the City of Ocoee on Orange County Municipal Election Day; and

WHEREAS, under the circumstances it no longer is financially prudent to hold the election for the District 4 seat on June 13, 2023, and

WHEREAS, the call of a special election scheduled for June 13, 2023 should be rescinded and the election for the District 4 Commission seat should instead be called and scheduled for Orange County Municipal Election Day, a general city election, on March 19, 2024; and

WHEREAS, section C-17 of the City Charter states in pertinent part, “The successor to the office of...Commissioner shall be elected at the next general city election if such election is to be held within twelve (12) months of the vacancy”; and

WHEREAS, on January 10, 2023, the prior District 4 City Commissioner submitted a letter resigning from the office of City Commissioner stating, “This resignation is effective on the date that the Mayor is sworn into office in 2023, per the Florida Resign-to-Run Law, as set forth in Section 99.012, Florida Statutes”; and

WHEREAS, the District 4 seat on the City Commission became vacant when the City of Ocoee Mayor was sworn into office on March 21, 2023; and

WHEREAS, a general city election on Orange County Municipal Election Day, March 19, 2024, will take place within one year of the when the vacancy in the District 4 seat began, on March 21, 2024; and

WHEREAS, section C-59 of the City Charter states, “A Charter Review Commission may also be appointed by the City Commission at such times as deemed necessary by the City Commission.” and

WHEREAS, on April 18, 2023, the City Commission determined that a Charter Review Commission should be appointed to consider and propose certain amendments to the City Charter, including an enlarged residency requirement for City Commission candidates; and

WHEREAS, the City Commission determined that citizens should vote on proposed Charter amendments at the next municipal election, on March 19, 2024; and

WHEREAS, the City Commission determines and adjudges that an election on March 19, 2024, for citizens to vote on proposed Charter amendments and the District 4 Commission seat will be a general city election; and

WHEREAS, pursuant to Florida Statutes § 100.3605(2), the City Commission “may, by ordinance, change the dates for qualifying and for the election of members of the governing body of the municipality”; and

WHEREAS, because the language of Florida Statutes § 100.3605(2) is permissive and not mandatory, the City Commission can reschedule the election for the District 4 seat by Resolution in accordance with the requirements of the City Code and Charter;

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

SECTION 1. Recitals. The foregoing recitals are incorporated as if set forth at length herein.

SECTION 2. Authority. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes, chapter 5 of the City Code, and the City Charter.

SECTION 3. Special Election Rescinded. The City Commission of the City of Ocoee hereby rescinds its call for, and scheduling of a special election for the District 4 City Commission seat for June 13, 2023.

SECTION 4. General City Election Date. The City Commission of the City of Ocoee hereby calls a general city election and adopts Orange County Municipal Election Day, March 19, 2024, as the date for the District 4 election of “[t]he successor [who] shall serve for the unexpired term of the member who created the vacancy” of the District 4 Commission seat. The City Commission concurrently calls for this election on March 19, 2024 to serve as a referendum on proposed amendments to the Ocoee City Charter as well as the Presidential Preference Primary, and any other matters requiring a municipal election.

SECTION 5. Direction to the City Clerk and City Staff. The City Clerk and City staff are hereby directed to undertake all administrative actions internally and with the

Orange County Supervisor of Elections that may be necessary to cancel the special election scheduled for June 13, 2023, and to instead hold a general city election as described herein on March 19, 2024.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith are hereby made ineffective to the extent of such conflict.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 2nd day of May, 2023.

ATTEST:

Melanie Sibbitt, City Clerk

APPROVED:

CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

(SEAL)

**APPROVED BY THE OCOEE CITY
COMMISSION ON May 2, 2023
UNDER AGENDA ITEM NO. _____**

**FOR USE AND RELIANCE ONLY
BY THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2023.**

By: _____
Richard S. Geller, Special Counsel