OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

May 5, 2026 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

  Invocation

  Pledge of Allegiance

  Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

  2026 Municipal Clerk's Week Proclamation

  2026 National Peace Officer Memorial Day and Week

  2026 Legislative Session Update from Representative Leonard Spencer, Florida State House District 45

  Ocoee Youth Council (OYC) Program 2025/2026 Year in Review and Recognition of OYC High School Graduates. **(OYC Members and Municipal Records Coordinator Justice)**

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

- **CONSENT AGENDA**

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

  1. Approval of Minutes from the Regular City Commission Meeting held April 21, 2026. **(City Clerk Sibbitt)**
  2. Notification of Vacancies on the Code Enforcement Board. **(Deputy City Clerk Parks)**
  3. Notification of a Second Three-Year Term Expiring for One (1) Regular Member, a Term Completing a Vacated Seat Expiring for One (1) Regular Member, and a Term Completing a Vacated Seat Expiring for One (1) Alternate Member on the Planning and Zoning Commission. **(Development Services Director Lepp and Deputy City Clerk Parks)**
  4. Approval of Piggyback Agreement with Osceola County on Contractual Services. **(Development Services Director Lepp)**
  5. Approval to Piggyback on the Orange County Master Purchase Agreement to Purchase Portable Radios. **(Deputy Fire Chief Van Camp)**

6. Approval of Interagency Agreement between Orange County, Florida and the Ocoee Police Department for Criminal Justice Information Exchange and Computer Usage. **(Police Chief Ogburn)**
7. Approval of the One-Year Contract Renewal Option for Fiscal Year 2026 with Purvis, Gray & Company for RFP #22-003 Auditing Services. **(Procurement Manager Tolbert)**
8. Approval of the One (1) Year Optional Renewal of the existing Continuing Contracts for RFQ #21-006 Continuing Planning and Landscape Architectural Service. **(Procurement Manager Tolbert)**

- **FIRST READING OF ORDINANCE**

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

9. Second Reading of an Ordinance Prohibiting Urination and Defecation in Public. **(Police Chief Ogburn)**

- **PUBLIC HEARING**

10. Approval of Maguire Plaza Large-Scale Preliminary Final Site Plan; Project No. LS-2025-006. **(Development Services Director Lepp)**

- **REGULAR AGENDA**

- **MAYOR'S ANNOUNCEMENTS**

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

- **ADJOURNMENT**

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

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

Proclamation

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, the City Commission of the City of Ocoee, does hereby recognize the week of May 3-9, 2026, 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 WHEROF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
5th day of May, 2026.

Rusty Johnson, Mayor



ocoee
florida



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, 2026, as **National Peace Officer Memorial Day** and May 10-16, 2026, 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 5th day of May, 2026.

Rusty Johnson, Mayor

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

April 21, 2026 **MINUTES** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER** 6:17 PM

Mayor Johnson called the regular session to order at **6:17 PM** in the Commission Chambers of City Hall. The invocation was led by **Ages Hart,** *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Firstner**. **Deputy City Clerk Parks** called the roll and declared a quorum present.

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

Absent: None

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

- **PRESENTATIONS AND PROCLAMATIONS** 6:18 PM

Presentation of Audit Results for the Fiscal Year Ending September 30, 2025. **(Finance Director Weber)**

Finance Director Weber introduced the audit presenter Matthew Ganoe.

Matthew Ganoe, CPA, *Audit Partner with Purvis Gray***,** presented the annual audit for the city. He emphasized that the City was awarded the Certificate of Achievement for Excellence in Financial Reporting for 2024, and he anticipates the City will also receive the award for 2025. **Mr. Ganoe** summarized the auditor's reports which comprise the Annual Comprehensive Financial Report, and detailed significant events and financial highlights, also noting that the City met all compliance requirements.

Commissioner Kennedy sought confirmation that the audit being presented was through September 30th. **Finance Director Weber** confirmed that is correct. **Commissioner Kennedy** asked if the water utility accounts receivable matter discussed at the previous meeting was discovered after September 30th, to which he received further confirmation. **Commissioner Kennedy** then inquired about testing accounts receivable, internal controls, and Purvis Gray's recommendations for standard changes and write-offs. **Finance Director Weber** explained that each year, the Finance Department records a bad debt expense within the utility funds, which is recorded in the general ledger. The write-off information is accounted for within the utility billing system. **Mr. Ganoe** addressed internal controls, stating that risk assessments are done prior to and during the audit, but depending on the situation, items may or may not rise to the level of being written in the audit. **Commissioner Kennedy** asked if, since COVID, it is common among other cities for the age of their accounts receivable to exceed the statute of limitations. **Mr. Ganoe** responded to his question.

Commissioner Wilsen inquired if the City is set to utilize all its ARPA funds by the December 31st deadline. **City Manager Shadrix** responded in the affirmative.

Commissioner Oliver inquired if internal controls are being audited. **Mr. Ganoe** responded in the negative, explaining that it would be outside the scope of a financial audit. **Commissioner Oliver** asked how the City would know if its operations were compliant. **Mr. Ganoe** addressed his question. **Commissioner Oliver** questioned how often the City should have a financial audit and an audit that covers internal controls. **Mr. Ganoe** stated that management should audit internal controls on a consistent basis, and externally it varies. **City Manager Shadrix** pointed out that the City has internally conducted two independent audits within the last year: one for the Fleet Division and the other for Utility Billing. He also stated that an internal audit is ongoing for the Forest Lake Golf Club, which the City recently took over.

Drop Savers 2026 Award Presentation. (Utilities Director Bolling)

Utilities Director Bolling and Water Conservation Coordinator Carlson presented the 2026 Drop Savers Contest winners. **Water Conservation Coordinator Carlson** stated that there were over 120 submissions and explained what the winners received in their gift bags. She announced the first, second, and third place winners for each division.

- **STAFF REPORTS AND AGENDA REVIEW 6:51 PM (City Manager's items were heard out of agenda order)**

City Manager Shadrix announced that he will provide an update at the next meeting regarding AED installations throughout the City, as well as the fire station project. He also gave kudos to the Parks and Leisure Services Department for successfully completing the installation of a new playground at Freedom Park on time and within budget. Additionally, he noted that the Utility Department recently hosted an informational meeting for residents in the North Lakewood area regarding the gravity sewer project. The project is expected to begin in early summer and will take approximately two years to complete. Updates, including lane closure information, will be communicated throughout the duration of the project. Both Orange County Public Schools and Innovation Montessori have already been provided with relevant information. He further announced that the Utility Department will host a community meeting on Monday May 4th, from 5:00 PM to 7:00 PM at the Lakeshore Center to provide details on payment programs available to property owners affected by the downtown septic-to-sewer program. Lastly, **City Manager Shadrix** shared that an online public survey is available on the City's website, inviting residents to rank the importance of various public services. The survey is intended to inform future policy discussions, financial planning, and potential advocacy efforts. It will also be promoted on social media and with flyers featuring a QR code.

- **PUBLIC COMMENTS 6:48 PM**

The following persons addressed the City Commission:

- **Dr. Jim Moyer,** *Water and Soil Conservation District 2 Supervisor*, gave a brief presentation on the importance of clean water.

- **CONSENT AGENDA** 6:54 PM

Consent Agenda Motion

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

1. Approval of Minutes from the Regular City Commission Meeting held April 7, 2026. **(City Clerk Sibbitt)**
2. Approval of Recommendations to Award Ten (10) Neighborhood Associations an Ocoee Neighborhood Matching Grant, Totaling $18,546.28. **(Community Relations Manager Wright)**
3. Approval to Submit Application for Orange County EMS Grant – Automated External Defibrillators (AEDs). **(Deputy Fire Chief Van Camp)**
4. Approval to Award Invitation to Bid (ITB) #26-004 Lakewood Avenue North Gravity Sewer Project Phase 1 & 2. **(Procurement Manager Tolbert)**
5. Approval of Replacement Vehicle Purchase Request. **(Public Works Director Krug)**

- **FIRST READING OF ORDINANCE** 6:54 PM

6. First Reading of an Ordinance Prohibiting Urination and Defecation in Public Places. **(Police Chief Ogburn)**

City Attorney Geller read the title of the ordinances, and it was announced this will be presented as a second reading and public hearing at the City Commission meeting scheduled for May 5, 2026, at 6:15 PM or soon thereafter.

- **SECOND READING OF ORDINANCE – PUBLIC HEARING** 6:55 PM

7. Second Reading of Ordinances for 1460 North Lakewood PUD — Annexation, Rezoning from Orange County A-1 (Citrus Rural District) to Planned Unit Development (PUD) & PUD Land Use Plan (LUP); Project No. AX-12-25-09 & RZ-25-12-19. **(Concurrency & Commitment Coordinator McFarlane)**

Concurrency & Commitment Coordinator McFarlane presented a brief overview of the subject property and the proposed PUD Land Use Plan. The property is considered logical and eligible for annexation, and the proposed rezoning aligns with Florida Statutes, the Joint Planning Area, Comprehensive Plan, and Future Land Use Map. The Development Review Committee (DRC) and Staff have made recommendations of approval.

City Attorney Geller read the title of the ordinances.

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

Motion: Move to approve Ordinance 2026-02 for 1460 North Lakewood PUD – Annexation; Project No. AX-12-25-09; Moved by Commissioner Firstner, seconded by Commissioner Oliver; Motion carried 5-0.

Commissioner Kennedy noted that some residents oppose the rezoning due to traffic concerns and requested additional details and clarification regarding potential traffic relief options.

Concurrency and Commitment Coordinator McFarlane responded to his questions. **Development Services Director Lepp** explained that the proposed center turn lane is intended to move the vehicles turning out of the main travel lanes, improving traffic flow. **Commissioner Kennedy** also inquired about the project timeline, which **Development Services Director Lepp** addressed. **Commissioner Kennedy** then requested further clarification on planned intersection improvements, and **Development Services Director Lepp** provided additional information. **City Manager Shadrix** added that the project will require close coordination with Orange County. **Commissioner Kennedy** inquired about the intersection improvements at Wurst Road and Lakewood Ave and **Development Services Director Lepp** stated that when the subdivision plan is submitted a traffic study focusing on the traffic movement count, at that intersection, will be done. This will determine if a left turn lane will be needed. **Mayor Johnson** asked whether a traffic signal would be installed at Wurst Road, and **Development Services Director Lepp** indicated that a signal would be considered if warranted by future traffic studies.

Commissioner Oliver noted that traffic calming measures could be discussed during upcoming budget workshops. He also inquired about the list of projects being coordinated with Orange County, and **City Manager Shadrix** responded to his inquiry.

Motion: Move to approve Ordinance 2026-03 for 1460 North Lakewood PUD – Rezoning; Project No. RZ-25-12-09; Moved by Commissioner Firstner, seconded by Commissioner Kennedy; Motion carried 5-0.

8. Second Reading of Ordinance for the Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements & Update the Capital Improvement Element (CIE); Project No. CPA-2026-001. (Concurrency & Commitment Coordinator McFarlane)

Concurrency & Commitment Coordinator McFarlane presented a brief overview of the Comprehensive Plan and the associated Capital Improvements Element (CIE). He further explained that the CIE is required to be a part of the Comprehensive Plan by Florida Statutes, and that the proposed five-year capital improvements program was approved by the City Commission as part of the Fiscal Year 2025-2026 budget.

City Attorney Geller read the title of the ordinance.

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

Motion: Move to approve Ordinance 2026-04 for the Annual Comprehensive Plan Text Amendment to Adopt Five-Year Schedule of Capital Improvements & Update the Capital Improvement Element (CIE); Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 5-0.

9. Second Reading of Ordinance Amending the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund. **(Pension Board Attorney Herrera)**

Chair Pace introduced **Pension Board Attorney Herrera** who stated that there has been no changes since the first reading of this ordinance and he was present to answer any questions and address any concerns.

Commissioner Firstner asked if any assumptions were being changed and **Pension Board Attorney Herrera** confirmed no.

Commissioner Kennedy inquired about when the board met and asked for an illustration of the board's recommendation and **Pension Board Attorney Herrera** addressed his inquiry.

City Attorney Geller read the title of the ordinance.

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

Motion: Move to approve Ordinance 2026-05 providing for an Amendment to the City of Ocoee Municipal Police Officers' and Firefighters' Retirement Trust Fund; Moved by Commissioner Oliver, seconded by Commissioner Firstner; Motion carried 5-0.

10. Second Reading of Ordinance Amending the City of Ocoee General Retirement Trust Fund. **(Pension Board Attorney Herrera)**

Chair Cowan stated that on November 6, 2024, the General Employee's Pension Board approved to restate the ordinance. **Pension Board Attorney Herrera** stated that there have been no changes since the first reading of this ordinance, and he was present to answer any questions and address any concerns.

City Attorney Geller read the title of the ordinance.

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

Motion: Move to approve Ordinance 2026-06 providing for an Amendment to the City of Ocoee General Retirement Trust Fund; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0.

- **PUBLIC HEARING 7:23 PM**

11. Approval of Resolution for the Abandonment and Vacation of the Right of Way for North Cumberland Avenue Vacate; Project No. VAC-26-040. **(Concurrency & Commitment Coordinator McFarlane)**

Concurrency & Commitment Coordinator McFarlane stated that this property is located in District 2 and is approximately 18,405 square feet. He stated that this is a staff-initiated request due to the construction of Unity Park and the desire to combine various parcels that make Unity Park into one distinct parcel. He mentioned that on the south side of the vacated right-of-way there is a resident at the entrance of Unity Park, and staff have ensured that they have access to the public right-of-way and that their property remains and is not isolated. Staff recommends

approval of the resolution.

City Attorney Geller read the title of the resolution.

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

Motion: Move to approve Resolution 2026-02 for the Abandonment and Vacation of the Right of Way for North Cumberland Avenue Vacate; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 5-0.

- **REGULAR AGENDA -** None

- **MAYOR'S ANNOUNCEMENTS** 7:26 PM

Mayor Johnson inquired about the July 4th fireworks being a part of the 250-year celebration. **Assistant City Manager Rumer** confirmed that Parks and Leisure Services is working on the celebration and that the July 4th fireworks will be included**. Mayor Johnson** went on to announce the upcoming May City events.

- **COMMENTS FROM COMMISSIONERS** 7:28 PM

Commissioner Kennedy – No further comments.

Commissioner Wilsen – Commented on the following: 7:28 PM – 7:28 PM

1) Encouraged residents to take the city survey located on the City website.

Commissioner Firstner – No further comments.

Commissioner Oliver – 7:28 PM – 7:30 PM

1) Announced that the Hackney Prairie streetscape is complete and it looks good. He asked if there is a plan to add raisers or if what is there is final. **City Manager Shadrix** stated that he will provide an answer at a later date.

2) Stated that he will be soliciting to district 4 residents to fill out applications for the Code Enforcement Board and encouraged residents who desire to be on the board to contact him.

3) Read an inspirational quote.

Commissioner Kennedy inquired whether each Commissioner should appoint a set number of members to the Code Enforcement Board and invited input from the Commission. **The City Commission reached a consensus to allow each Commissioner to submit names for consideration. Mayor Johnson** added that the Chair of the Code Enforcement Board should provide the list of names referenced in the petition presented at the previous meeting.

Mayor Johnson – Commented on the following: 7:32 PM - 7:36 PM

1) Inquired about the status of the demolition of the recording studio, **Assistant City Manager Rumer** provided a brief update.

2) Inquired about the power and streetlights on Oakland Avenue and **City Manager Shadrix** addressed his inquiry.

3) Asked if the landscaping in front of the Lakeshore Center can be upgraded with pavers and flowers and **City Manager Shadrix** stated that it will be addressed.

4) **Mayor Johnson** questioned if light poles can be installed at the Lakeshore Center and Bill Breeze Park to be used during nighttime events and **City Manager Shadrix** stated that it will be put into the May budget amendment.

- **ADJOURNMENT** **7:36 PM**

APPROVED:

Attest:	**City of Ocoee**
_____	_____
Victoria Parks, Deputy City Clerk	Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: May 5, 2026
Item #: 2

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Notification of Vacancies on the Code Enforcement Board. (Deputy City Clerk Parks)

Background Summary:

The Code Enforcement Board was created by Ordinance No. 741 on June 16, 1981. The purpose of this Board is to review residential property infractions of the City Technical Codes, negotiate compliance and impose fines for failure to comply. The City utilizes a magistrate apart from the Code Board for code enforcement issues involving commercial properties. The Code Enforcement Board shall consist of seven (7) regular members and two (2) alternate members, all with three-year terms. Currently, the Board has five (5) regular members and no alternate members. There is one (1) regular member seat with a term set to expire June 2026, one (1) vacant regular member seat with a term set to expire June 2026, one (1) vacant regular member seat with a term set to expire June 2027, and two (2) vacant alternate member seats.

At the Regular City Commission Meeting held on April 21, 2026, after brief discussion, the City Commission reached a consensus to allow each Commissioner to submit names for consideration. Currently, there are no other applications on file for this Board. Staff will contact the one (1) regular member whose term expires in June 2026 to determine their interest in reappointment and request that they submit an updated application. Information regarding board attendance and the potential reappointment of the current member will be presented at the May 19, 2026, City Commission Meeting for discussion and consideration.

Issue:

Provide notification to the Honorable Mayor and City Commission of the upcoming expiration of one (1) regular member seat, and vacancies of two (2) regular member seats, and two (2) alternate seats on the Code Enforcement Board. Discussion of these seats will ensue at the May 19, 2026, Regular City Commission Meeting.

Recommendations:

Staff recommends the Honorable Mayor and City Commission bring names of potential members to the May 19, 2026, Regular City Commission Meeting.

Attachments:

1. Code Enforcement Board List

Financial Impacts:

None.

Type of Item: Consent

CODE ENFORCEMENT BOARD

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

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

Member	District	Email	Term Expires
1. Johnmichael Fernandez	4	Johnmichaelf98@yahoo.com	June 2027
2. Warren Lewis	1	walewis051515@gmail.com	June 2026
3. Joe Bandur	1	joecodee@yahoo.com	June 2028
4. Roman Whittle	4	romanwhittle@aol.com	June 2028
5. Vacant			June 2027
6. Laini Schultz	2	lainischultz@gmail.com	June 2028
7. Vacant			June 2026

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

STAFF REPORT

Meeting Date: May 5, 2026
Item #: 3

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Notification of a Second Three-Year Term Expiring for One (1) Regular Member, a Term Completing a Vacated Seat Expiring for One (1) Regular Member, and a Term Completing a Vacated Seat Expiring for One (1) Alternate Member on the Planning and Zoning Commission. (Development Services Director Lepp and Deputy City Clerk Parks)

Background Summary:

In 2018, the City Commission adopted Ordinance 2018-021 amending Section 3-2 of the Land Development Code, by establishing a five (5) member Planning and Zoning Commission to include term limits. Subsequently, in 2019, Ordinance 2019-037 was adopted to provide for one (1) alternate member. The alternate member shall attend all meetings, shall be counted towards a quorum, may participate in any item where the alternate has no voting conflict, and, when necessary, will vote in the place of any absent or disqualified board member on an individual item. Any member who has served two full terms is not eligible to serve another term until three years have passed.

Member Lomneck's second full three-year term will end in June 2026; therefore, his seat will be vacated, and he is ineligible for another term until three (3) years have passed.

Member Keller is completing a term of a vacated seat that is set to expire June 2026. On April 15th and April 24th, staff reached out to Member Keller to gauge his interest in being reappointed as a regular member to serve his first full three-year term, to which he expressed interest in being appointed as a regular member to serve his first full three-year term.

Member Butler is the alternate member who is also completing a term of a vacated seat that is set to expire June 2026. On April 15th, staff reached out to Member Butler to gauge his interest in being reappointed, to which Member Butler expressed interest in being appointed as a regular member to serve his first full three-year term.

At this moment, there are no other applications on file for this board. At the May 19, 2026, City Commission meeting, the City Commission will discuss the appointment of two (2) regular members and one (1) alternate member.

Issue:

Should the Honorable Mayor and City Commission: 1) confirm the initial terms of the two (2) regular members as they have requested to complete their initial three-year term, or 2) provide up to two (2) nominees each to the City Clerk in order to appoint two (2) regular members and one (1) alternate member to the Planning and

Zoning Commission for a three-year term to be presented at the May 19, 2026, Regular City Commission Meeting?

Recommendations:
Recommend that the Honorable Mayor and City Commission: 1) confirm the initial terms of the two (2) regular members as they have requested to complete their initial three-year term, or 2) provide up to two (2) nominees each to the City Clerk in order to appoint two (2) regular members and one (1) alternate member to the Planning and Zoning Commission for a three-year term to be presented at the May 19, 2026, Regular City Commission Meeting.

Attachments:
1. Board List
2. Kelton Butler P&Z Commission Application (2026)
3. Joel Keller P&Z Commission Application (2026)

Financial Impacts:
None.

Type of Item: Consent

PLANNING AND ZONING COMMISSION

Members must be City residents per § 3-2.A, Land Development Code
*Amended by Ordinance No. 2018-021, *Resolution No. 2018-11, and Ordinance 2019-037*

Members are appointed for three-year terms. Any member who has served two full terms is not eligible to serve another term or be reappointed until three years have passed.

(3 Members Constitute a Quorum)

Member	District	Email	Term Expires
1. Brad Lomneck	2	bradlovesocoee@gmail.com	6/2026*
2. Joel Keller	4	joelkellerocoee@gmail.com	6/2026 Finishing Out Term^
3. Derrick Chacon	3	derrick.chacon@gmail.com	6/2027+
4. Lou Forges	1	lforges@gmail.com	6/2027**
5. Joaquin Galvan	2	joaquin@vmgconstructioninc10.com	6/2027+
6. Kelton Butler (Alternate)	2	kb.4frontllc@outlook.com	6/2026 Finishing Out Term^

*Two full terms expire 6/2026
**Two full terms expire 6/2027
+First full term expires 6/2027
^ Member is finishing out a removed/resigned term. Member will be eligible for serving first full term after completion.

Updated 8/2/2023

APPLICATION FOR SERVING ON CITY BOARDS

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

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

Name (please print) Kelton Butler E-mail Address Kb.4frontllc@outlook.com

Home Address 3 W Delaware Street, Ocoee, FL, 34761

Phone 407-375-2247 City Resident at Least 6 Months? ☑ Yes ☐ No City District # 2

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

Place of Work 4FRONT CONSTRUCTION LLC Position OWNER

Business Address 1841 Gauley Rd. Ocoee, FL, 34761

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

Presently Serve on Quasi-judicial Board? ☑ Yes ☐ No If yes, please describe Reappointment

State law prohibits service on more than one quasi-judicial board or elected/appointed office.

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

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

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

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

Is this for Reappointment? ☑ Yes ☐ No

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

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

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

Education: Bachelor's Degree in Management, Minor in Public Admin - Florida State University

Experience: 5 yrs - project manager at Frymyer Construction

Special Knowledge or Skills: Certified Building Contractor - CBC1266783
Certified Underground Utility Contractor

Community/Civic Organizations & Involvement: 2023 Charter Review Committee
currently serving on P&Z

Hobbies or Special Interests: Golf, fishing

ACKNOWLEDGMENT (Check Below):

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

STATE REPORTING REQUIREMENTS

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

Race
- ○ African-American
- ○ Asian- American
- ○ Hispanic-American
- ○ Native American
- ○ Caucasian

Gender
- ⊘ Male
- ○ Female

Disability
- ☐ Physically Disabled

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

Signature [signature] Date 4-24-26

Print Documen
Save Documen

APPLICATION FOR SERVING ON CITY BOARDS

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

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

Name (please print) Joel Keller E-mail Address joelkellerocoee@gmail.com

Home Address 5021 Lighterwood Court Ocoee FL 34761

Phone (407) 948-3379 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 4

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

Place of Work Rotech Healthcare Inc Position ERP Administrator

Business Address 6251 Chancellor Drive Ste 119 Orlando FL 32809

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

Presently Serve on Quasi-judicial Board? ☒ Yes ☐ No If yes, please describe Planning & Zoning Comm

State law prohibits service on more than one quasi-judicial board or elected/appointed office.

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

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

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

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

Is this for Reappointment? ☒ Yes ☐ No

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

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

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

Education: Orange County Community College Middletown NY

Experience: Former Commissioner for District 4, Current member of the Planning and Zoning Commission, Former member Metroplan Advisory Board

Special Knowledge or Skills: Community Association Manager license

Community/Civic Organizations & Involvement: Former HOA Board Member for Sawmill Subdivision

Hobbies or Special Interests: Bicycle Riding, Chess, Swimming

ACKNOWLEDGMENT (Check Below):

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

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Race
- ○ African-American
- ○ Asian- American
- ○ Hispanic-American
- ○ Native American
- ◉ Caucasian

Gender
- ◉ Male
- ○ Female

Disability
- ☐ Physically Disabled

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

Signature _____ Date 4/29/26

STAFF REPORT

Meeting Date: May 5, 2026
Item #: 4

Contact Name: Nick Lepp
Contact Number: Ext. 1018

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of Piggyback Agreement with Osceola County on Contractual Services. (Development Services Director Lepp)

Background Summary:
The contract between Osceola County and Universal Engineering Sciences, LLC (UES) for building inspections and plan review services has been extended one (1) year to March 31,2027 by the Osceola Board of County Commissioners. The Development Services Department has been using a piggyback agreement to contract with UES for the same services and needs to update the agreement for building inspection and plan review on-call services as needed.

Issue:
Should the Honorable Mayor and City Commission approve the agreement to piggyback contractual services with UES for another year?

Recommendations:
Staff recommends the Honorable Mayor and City Commission award Universal Engineering Sciences, LLC (UES) and authorize the Mayor, City Clerk, and Staff to execute the required contract documents with Universal Engineering Sciences, LLC (UES). Staff also recommends the City Manager be authorized to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:
1. Piggyback Agreement with Amendment

Financial Impacts:
Sufficient funding is budgeted in the 001-524-00-3400 Account.

Type of Item: Consent

AGREEMENT TO PIGGYBACK ON A CONTRACT

FOR CONTRACTUAL SERVICES

BID BY ANOTHER GOVERNMENTAL ENTITY FOR CONTRACTED BUILDING INSPECTIONS AND PLAN REVIEW SERVICES

THIS **AGREEMENT TO PIGGYBACK ON A CONTRACT FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY** (hereinafter the "Agreement") is entered into this ___day of____, 20__, by and between the **CITY OF OCOEE,** a Florida municipal corporation established under the laws of the State of Florida (hereinafter referred to as the "City) and **UNIVERSAL ENGINEERING SCIENCES, LLC.** (hereinafter referred to as the "Contractor"), a Florida corporation; hereinafter referred to as the "Parties";

WHEREAS, on March l, 2023, Contractor entered into Contract RFP-23-13476-MM with Osceola County, Florida, a charter county and political subdivision of the State of Florida, for Contracted Building Inspections and Plan Review Services (hereinafter the "Contract"); and

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

WHEREAS, the City has the legal authority under chapter 287, Florida Statutes, and Chapter 21 of the City of Ocoee Code of Ordinances to "piggyback" onto a contract procured pursuant to section 287.057, Florida Statutes, by another governmental entity when seeking to utilize the same or similar commodities or services provided for in said Contract; and

WHEREAS, the City desires to piggyback onto the above-referenced Contract between the Contractor and Osceola County for Contracted Building Inspections and Plan Review Services including any Amendments to the piggyback contract (hereinafter the "Work") and Contractor consents to the aforesaid piggybacking; and

WHEREAS, the Contract, attached hereto as Exhibit "A";

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

I. Recitals. The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Settlement Agreement by this reference.

2. Scope of Services. The Contractor affirms and ratifies the terms and conditions of the above-referenced Contract with Osceola County, and agrees to perform the services set forth therein, and in accordance with Contractor's Proposals, attached hereto as Exhibit "A" for the City in accordance with the terms of said Contract until the Work is completed, the general duties include, but is not limited to the following:

- The Contractor shall perform residential and/or commercial building code inspections and plan reviews services and provide permit technicians and

Building Official Services for the CITY on an as-needed basis, Services shall be provided in accordance with, and pursuant to, the Florida Building Codes and other applicable federal, state, and local law, rules, regulations and requirements,

Any such additional work shall be performed in accordance with the terms and conditions in this Contract and for the negotiated price established in Contractor's Proposal.

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

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

The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in Exhibit "A" Osceola County Contract until the Work is completed. Osceola County is not a party to this Contract.

3. Compensation. Contractor shall perform services in accordance with a Scope of Work attached hereto as Exhibit "A", and the terms of which are incorporated herein by reference. Individual Pos will be issued for each individual task assigned under this contract per the rates as set forth in the Osceola County contract.

4, Term. The term of this Agreement shall be in accordance with the terms of Osceola County Contract for Contracted Building Inspections and Plan Review Services to include renewal terms, and **until** the City's Work is completed. Any renewal term is with the condition that the City's obligation to pay under this Agreement for each year is contingent upon the City in its good faith judgment having sufficient funds to make an annual appropriation for the work to be provided under this agreement.

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

6. Termination Without Cause. This Agreement, or any change order or addendum issued under this Agreement, may be terminated by the CITY without cause by delivering thirty (30) days' written notice to the CONTRACTOR. In the event of the termination of this Agreement, any liability of one party to the other arising out of any services rendered, or any act or event occurring prior to termination, shall not be deemed to be terminated or released. The CONTRACTOR shall be paid for Services completed prior to receipt of the termination notice and for reasonable costs relating to commitments for the benefit of the City prior to the termination; however, final payment to the CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses, overhead, and profit on uncompleted Services,

7. Termination for Cause, In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement, or any change order or addendum issued under this Agreement, in whole or in part, if the CONTRACTOR: (I) submits

a willfully false invoice or (2) substantially fails to perform any obligation under this Agreement and does not remedy the failure within fifteen (15) calendar days after receipt by the CONTRACTOR of written demand from the CITY to do so, unless the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the failure, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary therefor. The CONTRACTOR may terminate this Agreement if the CITY substantially fails to perform any obligation under this Agreement, other than responding to a demand for payment, and does not remedy the failure within fifteen (15) calendar days after receipt by the CITY of written demand from the CONTRACTOR to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (l 5) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

Upon termination of this Agreement for cause by the CITY, the CITY may pay the CONTRACTOR for the services actually rendered and the reasonable and provable expenses required by and actually incurred by the CONTRACTOR for services prior to the effective date of termination. Such payments, however, shall be reduced by an amount equal to any additional costs and damages incurred by the CITY as a result of the default(s) of the CONTRACTOR including all incidental and consequential fees and expenses.

8. Delivery of Materials Upon Termination. In the event of termination of this Agreement by the CITY prior to the CONTRACTOR 's satisfactory completion of all the services described to herein, the CONTRACTOR shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and any and all other documents, instruments, information, and materials (whether or not completed) that were generated or prepared by the CONTRACTOR, or by any sub-Contractor, in rendering the services described herein and not previously furnished to the CITY by the CONTRACTOR pursuant to this Agreement. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONTRACTOR shall also require that all sub-Contractors agree in writing to be bound by the provisions of this subsection. This provision is supplemental to the language in this Agreement relating to public records. Any reuse of the Work Product described above without written verification or adaptation by CONTRACTOR, as appropriate, for the specific purpose intended, will be at CITY's sole risk and without liability or legal exposure to CONTRACTOR.

9. Indemnification. The CONTRACTOR to the extent permitted in Section 725.08, Florida Statutes agrees to Indemnify and hold harmless the City, its representatives, employees, and elected and appointed officials from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or

intentional wrongful misconduct of the Contractor and persons employed or utilized by the CONTRACTOR in the performance of any professional services rendered under this Agreement. For purposes of compliance with Florida Jaw, CONTRACTOR acknowledges that this provision shall be deemed a part of the project specifications or the bid documents.

10. Insurance.

General. The CONTRACTOR shall purchase, maintain, and keep in full force, effect, and good standing, such insurance as described below and any other insurance necessary to fully protect it from claims of the nature that are detailed herein, that may arise out of, or result from, the CONTRACTOR 's operations, performance, or services, or all of these things, or any of these things in combination (CONTRACTOR 's Operations), whether the CONTRACTOR's Operations are by the CONTRACTOR, any of its agents or sub-Contractors, or anyone for whose act or acts it may be liable. The CONTRACTOR's insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this subsection shall be written for not less than the limits of liability specified in Exhibit "A" or required by law, whicheve1· is greater, and shall include contractual liability insurance, as applicable to the CONTRACTOR 's obligations under this Agreement. The City shall be named additional insured on all such policies,

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

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or Sub-Contractor providing such insurance.

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

3. Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE,

this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:

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

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

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

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

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

The CONTRACTOR shall not commence any work in connection with this Agreement until all insurance has been obtained and approved by the CITY, nor shall the CONTRACTOR

allow any sub-Contractor to commence work on a subcontract until all similar insurance required of the sub-Contractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VU" or better according to the A.M. Best Company, except for Professional Liability insurance which is size category of V. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer under section 440, Florida Statutes.

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

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

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

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided bylaw.

C, Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

D. 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.

E. 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 1l9, FLORIDA STATUTES, TO THE CONTRACTOR 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, cctll@ococc.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

12. E-Verify.

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of§ 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of ail 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 wo1·k in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla, Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law,

A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
   (Iii) Contractor shall maintain a copy of all subcontractor aft1davits for the duration of the Agreement.
C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
D. Failure to comply with this provision is a material breach of the Agreement, and shall 1·esuit in the immediate termination of the Agreement without penalty to the City, Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

13. Counterparts: This Ag1·eement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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

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

With a Copy to:
City of Ocoee
I North Bluford Avenue
Ocoee, Florida 34761
Attention: Acting Development Services Director &
CRA Administrator
Phone: (407) 554-7126

TOTHECONTRACTOR: _____ , _____
(Name) (Title)
Universal Engineering Sciences, LLC.
3532 Maggie Boulevard
Orlando, Florida 32811
Phone: 407-423-0504

(Signature page follows)

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

UES Professional Solutions, LLC PIK/A Universal Engineering Sciences, LLC

_____
Witness:

By: _____

Name: _____

Title: _____

CITY OF OCOEE, a Florida municipal corporation

By: _____

Rusty Johnson,
Mayor

Attest: _____

Melanie Sibbitt,,
City Clerk

CITY OF OCOEE SIGNATURE PAGE
FOR COMMODITIES/SERVICES (UNDER $50,000)

For Contracted Building Inspections and Plan Review Services

With UES Professional Solutions, LLC F/K/A Universal Engineering Sciences, LLC

REVIEWED:

CITY OF OCOEE, FLORIDA

_____
Craig Shadrix, City Manager

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____
Melanie Sibbitt, City Clerk

_____
Rusty Johnson, Mayor

Date: _____

(SEAL)

Pursuant to City of Ocoee Ordinance No. 2017-021, Section 21.7.

Purchase Order No. _____or

City Purchasing Card _____
Department Name

EXHIBIT "A"

PIGGYBACK CONTRACT

OSCEOLA COUNTY CONTRACT RFP-23-13476-MM WITH UNIVERSAL ENGINEERING SCIENCES, LLC FOR AS NEEDED RESIDENTIAL AND/OR COMMERCIAL BUILDING CODE INSPECTIONS

Docusign Envelope ID: 56FCC3F8-6D0D-4DF7-9E0F-8B563F812DE1

AMENDMENT # 1
TO THE AGREEMENT BETWEEN
OSCEOLA COUNTY AND UES PROFESSIONAL SOLUTIONS, LLC FKA UNIVERSAL ENGINEERING SCIENCES, LLC

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and UES PROFESSIONAL SOLUTIONS, LLC FKA UNIVERSAL ENGINEERING SCIENCES, LLC, 4205 Vineland Road Suite L1, Orlando, Florida 32811 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform Contracted Building Inspections and Plans Review Services, as further described in the Agreement RFP-23-13476-MM, approved by the Board of County Commissioners on May 15, 2023, between the COUNTY and the CONTRACTOR; and

WHEREAS, pursuant to Section 24. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to extend the agreement for an additional year and acknowledge the Contractor name change from Universal Engineering Sciences, LLC to UES Professional Solutions, LLC

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. This amendment acknowledges Universal Engineering Science, LLC name has been changed to UES Professional Solutions, LLC as of March 17, 2025,

2. Section 1. Term is hereby amended to read as follows:

   SECTION 1. TERM

   The term of this Agreement is amended to extend through March 31, 2027, and may be extended when in the best interest of the County.

3. Section 5. Compensation is hereby deleted in its entirety and replaced to be read as follows:

Docusign Envelope ID: 56FCC3F8-6D0D-4DF7-9E0F-8B563F812DE1

SECTION 5. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed THREE MILLION and 00/100 Dollars ($3,000,000.00) annually, for a total not to exceed amount of TWELVE MILLION and 00/100 Dollars ($12,000,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

3. Section 33. Project Managers is hereby deleted in its entirety and replaced to be read as follows:

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager 's contact information is as follows:

Ismael Castro, Building Director
Osceola County Community Development Department
1 Courthouse Square

Docusign Envelope ID: 56FCC3F8-6D0D-4DF7-9E0F-8B563F812DE1

Kissimmee, Florida 34741
Phone: (407)742-0218
Email: Ismael.castro@osceola.org

B. The CONTRACTOR Project Manager 's contact information is as follows:

David M. Olivieri, CBO, CFM
UES Professional Solutions, LLC
4205 Vineland Road Suite L1
Orlando, Florida 32811
Phone: (407) 423-0504
Email: dolivieri@teamues.com

4. Section 12 Public Records is hereby deleted in its entirety and replaced to be read as follows:

SECTION 12. PUBLIC RECORDS.

A. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Custodian of Public Records
c/o Public Records Coordinator
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Phone: (407) 742-2395

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the COUNTY to perform the service.

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2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. 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 COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

5. The Agreement is hereby amended to add the following:

SECTION 35. FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

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B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

SECTION 36. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statures, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

4. These changes shall be effective upon this Amendment being executed by both parties.

5. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

Docusign Envelope ID: 56FCC3F8-6D0D-4DF7-9E0F-8B563F812DE1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the later of the dates that each party signed this Amendment.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

Signed by:
By: Don Fisher
F2AF0B5B7D984EC...
County Manager/Designee
Date: 2/19/2026

UES PROFESSIONAL SOLUTIONS, LLC

By: Benjamin Butterfield

Title: Secretary and General Counsel

Date: January 8, 2026

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was executed before me by means of ✓ physical presence or, __online notarization, this 8th day of January, 2026 by Benjamin Butterfield as Secretary and General Counsel of UES PROFESSIONAL SOLUTIONS, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me ✓ OR has produced _____ as identification.

Christina Star Meyer
NOTARY PUBLIC, State of Florida

(stamp)



Docusign Envelope ID: 56FCC3F8-6D0D-4DF7-9E0F-8B563F812DE1

Exhibit "B"
Pricing Schedule
UES PROFESSIONAL SOLUTIONS, LLC

Item	*Description*	*Unit Price*	*Unit of Measure*
Standard Rate Charges			
1.	Building Code Inspector	$120.00	Per Hour
2.	Remote Plan Review	$110.00	Per Hour
3.	Permitting Technician Services	$75.00	Per Hour
4.	Building Official	$130.00	Per Hour
Extended Rate Charges			
5.	Building Code Inspector	$180.00	Per Hour
6.	Remote Plan Review	$165.00	Per Hour
7.	Permitting Technician Services	$112.50	Per Hour
8.	Building Official	$195.00	Per Hour

1. **Building Code Inspectors:** Hourly rate includes all costs associated with Building Code Inspection Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.

2. **Remote Plan Review:** Hourly rate includes all costs associated with Building Code Plans Review Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.

3. **Permitting Technician Services**: Hourly rate includes all costs associate with the performance of the Technician. No additional compensation will be considered for fuel, overhead, materials, testing equipment, cell phones computers, laptops or table devices or similar items

4. **Building Official:** Hourly rate includes all costs associated with Building Official Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.

5. **Standard Rate Charges:** Standard Rate Charges shall apply to hours performed during the standard forty (40) hours Work Week by each individual Assigned Employee.

6. **Extended Rate Charges**: Extended Rate Charges shall only apply to work performed specifically for hours worked in excess of forty (40) hours worked during any specific Work Week by each individual Assigned Employee.

Docusign Envelope ID: 56FCC3F8-6D0D-4DF7-9E0F-8B563F812DE1

STAFF REPORT

Meeting Date: May 5, 2026
Item #: 5

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

Department Director: Thomas Smothers
City Manager: Craig Shadrix

Subject: Approval to Piggyback on the Orange County Master Purchase Agreement to Purchase Portable Radios. (Deputy Fire Chief Van Camp)

Background Summary:

The Fire Department's current portable radios have reached obsolescence and require replacement to ensure compliance with requirements established by the Florida Department of Health. To mitigate the fiscal impact of this replacement, the Department implemented a phased funding strategy that distributes costs across multiple budget cycles. Funding for this initiative was approved in both the FY 2024/2025 and FY 2025/2026 budgets.

The department has engaged with multiple vendors in an effort to identify more cost-effective pricing for the radios. The purchase was deferred in the previous fiscal year to allow for the consolidation of capital funding across budget cycles, thereby increasing the overall quantity procured and leveraging bulk purchasing to achieve a lower unit cost.

Additionally, the Department intends to utilize fire impact fee funds allocated for tower truck equipment, as approved in the FY 2024/2025 budget, to further support this purchase.

The Department is requesting authorization to piggyback on the Orange County Master Purchase Agreement Y23-102 for the procurement of thirty-two (32) replacement portable radios, at a total cost of $322,624.16. Due to multiple funding sources and job accounts, the purchase will be distributed across four separate budget allocations as follows:

- **FY 2024/2025 – Job A000502:** Budgeted Amount: $95,000; Purchase Amount: $90,984.06.
- **FY 2024/2025 – Job A000521:** Budgeted Amount: $398,000; Purchase Amount: $101,093.40.
- **FY 2025/2026 – Job A000547:** Budgeted Amount: $80,000; Purchase Amount: $80,000.00.
- **FY 2025/2026 – Job TBD:** Budgeted Amount: $50,546.70; Purchase Amount: $50,546.70 (Funds will be re-allocated from the department's operating budget G/L 001-522-00-5203 & G/L 001-522-00-5405 into G/L 317-522-00-6400 Capital Equipment).
-

Approval is requested to proceed with the procurement as outlined above.

Issue:
Should the Honorable Mayor and City Commission approve the Fire Department to purchase the replacement radios, for a total cost of $322,624.16?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve the Fire Department to purchase the replacement radios, for a total cost of $322,62.16.

Attachments:
1. Ocoee FD APXNext XE Quote (8 radios)
2. Ocoee FD APXNext XE Quote (9 radios)
3. Ocoee FD APXNext XE Quote (10 radios)
4. Ocoee FD APXNext XE Quote (5 radios)

Financial Impacts:
Funding to purchase the replacement radios was approved in the FY 2024/25 and FY 2025/26 budgets and will be allocated from G/L 107-522-00-6400 and G/L 317-522-00-6400. Funds will also be re-allocated from the department's operating budget G/L 001-522-00-5203 & G/L 001-522-00-5405 into G/L 317-522-00-6400 Capital Equipment to cover the purchase.

Type of Item: Consent

MOTOROLA SOLUTIONS

Bob Busch
Motorola, Inc. (615) 477-8245 - Cell
8250 Exchange Drive, Suite 132
Orlando, FL 32809 FEID - 361115800

7-Apr-26	Ocoee FD - Grady Maynard	Quote Valid 60 Days

ITEM	MODEL #	DESCRIPTION	CATEGORY	LIST PRICE	DISCOUNT	DISCOUNTED PRICE	QTY	EXTENDED PRICE
	APX NEXTXE 7/800MHz Portable Radio							
1	H55TGT9PW8BN	APX NEXT; ALL BAND MODEL 4.5 PORTABLE	APX P25 Subscribers	$8,818.00	27%	$6,437.14	8	$51,497.12
1a	QA05508	DEL: DELETE VHF BAND	APX P25 Subscribers	($800.00)	27%	($584.00)	8	($4,672.00)
1b	QA05509	DEL: DELETE UHF BAND	APX P25 Subscribers	($800.00)	27%	($584.00)	8	($4,672.00)
1c	BD00001	ADD: CORE BUNDLE INCLUDES - DIGITAL TRUNKING - SN/SZ P25 Phase I Interop (Q361, Q806; Q173, H38) • TDMA OPERATION (QA00580) • AES ENCRYPTION (Q629) • WIFI CAPABILITY (QA09001) • OUT OF THE BOX WIFI PROVISIONING (QA09007) • ENHANCED DATA (QA03399) • MULTICAST VOTING SCAN (Q387) • ViQi VOICE CONTROL (QA09028) • SUBMERSIBLE DELTA-T (H499)	APX P25 Subscribers	$3,323.00	27%	$2,425.79	8	$19,406.32
1d	QA02006A	ADD: APX NEXT XE M4.5 RUGGED RADIO	APX P25 Subscribers	$824.00	27%	$601.52	8	$4,812.16
1e	LSV01S03446A	APX NEXT DMS ESSENTIAL W ACC DMG - 7 years	APX P25 Subscribers	$947.27	0%	$947.27	8	$7,578.16
	APX Next XE Accy							
2	NNTN9217	APX NEXT SPARE BATTERY	APX RADIO ACCESSORIES	$248.35	27%	$181.30	8	$1,450.40
3	PMMN4152	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XVE REMOTE SPEAKER MICROPHONE	APX RADIO ACCESSORIES	$756.00	27%	$551.88	8	$4,415.04
4	NNTN9199	APX NEXT SINGLE UNIT CHARGER	APX RADIO ACCESSORIES	$181.43	27%	$132.44	8	$1,059.52
		Promo - discount for budget alignment-- 25 or more APX Next radios purchased				($874.72)	1	($874.72)
							Total	**$80,000.00**

Note: 1. Above pricing is from Orange County Master Purchase Agreement Y23-102
2. Programming to be completed by Orange County Radio Shop

PLEASE ENSURE ALL PURCHASE ORDERS REFLECT THE FOLLOWING INFORMATION:

PAYMENT TERMS: NET 30
VENDOR NAME: MOTOROLA SOLUTIONS, INC.
YOUR BILL TO AND SHIP TO ADDRESS
YOUR PREFERRED EMAIL ADDRESS FOR ELECTRONIC INVOICING

MOTOROLA SOLUTIONS

Bob Busch
Motorola, Inc. (615) 477-8245 - Cell
8250 Exchange Drive, Suite 132
Orlando, FL 32809 FEID - 361115800

6-Apr-26	Ocoee FD - Grady Maynard	Quote Valid 60 Days

ITEM	MODEL #	DESCRIPTION	CATEGORY	LIST PRICE	DISCOUNT	DISCOUNTED PRICE	QTY	EXTENDED PRICE
	APX NEXTXE 7/800MHz Portable Radio							
1	H55TGT9PW8BN	APX NEXT; ALL BAND MODEL 4.5 PORTABLE	APX P25 Subscribers	$8,818.00	27%	$6,437.14	9	$57,934.26
1a	QA05508	DEL: DELETE VHF BAND	APX P25 Subscribers	($800.00)	27%	($584.00)	9	($5,256.00)
1b	QA05509	DEL: DELETE UHF BAND	APX P25 Subscribers	($800.00)	27%	($584.00)	9	($5,256.00)
1c	BD00001	ADD: CORE BUNDLE INCLUDES - DIGITAL TRUNKING - SN/SZ P25 Phase I Interop (Q361, Q806; Q173, H38) • TDMA OPERATION (QA00580) • AES ENCRYPTION (Q629) • WIFI CAPABILITY (QA09001) • OUT OF THE BOX WIFI PROVISIONING (QA09007) • ENHANCED DATA (QA03399) • MULTICAST VOTING SCAN (Q387) • ViQi VOICE CONTROL (QA09028) • SUBMERSIBLE DELTA-T (H499)	APX P25 Subscribers	$3,323.00	27%	$2,425.79	9	$21,832.11
1d	QA02006A	ADD: APX NEXT XE M4.5 RUGGED RADIO	APX P25 Subscribers	$824.00	27%	$601.52	9	$5,413.68
1e	LSV01S03446A	APX NEXT DMS ESSENTIAL W ACC DMG - 7 years	APX P25 Subscribers	$947.27	0%	$947.27	9	$8,525.43
	APX Next XE Accy							
2	NNTN9217	APX NEXT SPARE BATTERY	APX RADIO ACCESSORIES	$248.35	27%	$181.30	9	$1,631.70
3	PMMN4152	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XVE REMOTE SPEAKER MICROPHONE	APX RADIO ACCESSORIES	$756.00	27%	$551.88	9	$4,966.92
4	NNTN9199	APX NEXT SINGLE UNIT CHARGER	APX RADIO ACCESSORIES	$181.43	27%	$132.44	9	$1,191.96
							Total	**$90,984.06**

Note: 1. Above pricing is from Orange County Master Purchase Agreement Y23-102
2. Programming to be completed by Orange County Radio Shop

PLEASE ENSURE ALL PURCHASE ORDERS REFLECT THE FOLLOWING INFORMATION:

PAYMENT TERMS: NET 30
VENDOR NAME: MOTOROLA SOLUTIONS, INC.
YOUR BILL TO AND SHIP TO ADDRESS
YOUR PREFERRED EMAIL ADDRESS FOR ELECTRONIC INVOICING

MOTOROLA SOLUTIONS

Bob Busch
Motorola, Inc. (615) 477-8245 - Cell
8250 Exchange Drive, Suite 132
Orlando, FL 32809 FEID - 361115800

3-Apr-26	Ocoee FD - Grady Maynard	Quote Valid 60 Days

ITEM	MODEL #	DESCRIPTION	CATEGORY	LIST PRICE	DISCOUNT	DISCOUNTED PRICE	QTY	EXTENDED PRICE
	APX NEXTXE 7/800MHz Portable Radio							
1	H55TGT9PW8BN	APX NEXT; ALL BAND MODEL 4.5 PORTABLE	APX P25 Subscribers	$8,818.00	27%	$6,437.14	10	$64,371.40
1a	QA05508	DEL: DELETE VHF BAND	APX P25 Subscribers	($800.00)	27%	($584.00)	10	($5,840.00)
1b	QA05509	DEL: DELETE UHF BAND	APX P25 Subscribers	($800.00)	27%	($584.00)	10	($5,840.00)
1c	BD00001	ADD: CORE BUNDLE INCLUDES - DIGITAL TRUNKING - SN/SZ P25 Phase I Interop (Q361, Q806; Q173, H38) • TDMA OPERATION (QA00580) • AES ENCRYPTION (Q629) • WIFI CAPABILITY (QA09001) • OUT OF THE BOX WIFI PROVISIONING (QA09007) • ENHANCED DATA (QA03399) • MULTICAST VOTING SCAN (Q387) • ViQi VOICE CONTROL (QA09028) • SUBMERSIBLE DELTA-T (H499)	APX P25 Subscribers	$3,323.00	27%	$2,425.79	10	$24,257.90
1d	QA02006A	ADD: APX NEXT XE M4.5 RUGGED RADIO	APX P25 Subscribers	$824.00	27%	$601.52	10	$6,015.20
1e	LSV01S03446A	APX NEXT DMS ESSENTIAL W ACC DMG - 7 years	APX P25 Subscribers	$947.27	0%	$947.27	10	$9,472.70
	APX Next XE Accy							
2	NNTN9217	APX NEXT SPARE BATTERY	APX RADIO ACCESSORIES	$248.35	27%	$181.30	10	$1,813.00
3	PMMN4152	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XVE REMOTE SPEAKER MICROPHONE	APX RADIO ACCESSORIES	$756.00	27%	$551.88	10	$5,518.80
4	NNTN9199	APX NEXT SINGLE UNIT CHARGER	APX RADIO ACCESSORIES	$181.43	27%	$132.44	10	$1,324.40
							Total	**$101,093.40**

Note: 1. Above pricing is from Orange County Master Purchase Agreement Y23-102
2. Programming to be completed by Orange County Radio Shop

PLEASE ENSURE ALL PURCHASE ORDERS REFLECT THE FOLLOWING INFORMATION:

PAYMENT TERMS: NET 30
VENDOR NAME: MOTOROLA SOLUTIONS, INC.
YOUR BILL TO AND SHIP TO ADDRESS
YOUR PREFERRED EMAIL ADDRESS FOR ELECTRONIC INVOICING

MOTOROLA SOLUTIONS

Bob Busch
Motorola, Inc. (615) 477-8245 - Cell
8250 Exchange Drive, Suite 132
Orlando, FL 32809 FEID - 361115800

30-Apr-26	Ocoee FD - Chief Charles VanCamp	Quote Valid 60 Days

ITEM	MODEL #	DESCRIPTION	CATEGORY	LIST PRICE	DISCOUNT	DISCOUNTED PRICE	QTY	EXTENDED PRICE
	APX NEXTXE 7/800MHz Portable Radio							
1	H55TGT9PW8BN	APX NEXT; ALL BAND MODEL 4.5 PORTABLE	APX P25 Subscribers	$8,818.00	27%	$6,437.14	5	$32,185.70
1a	QA05508	DEL: DELETE VHF BAND	APX P25 Subscribers	($800.00)	27%	($584.00)	5	($2,920.00)
1b	QA05509	DEL: DELETE UHF BAND	APX P25 Subscribers	($800.00)	27%	($584.00)	5	($2,920.00)
1c	BD00001	ADD: CORE BUNDLE INCLUDES - DIGITAL TRUNKING - SN/SZ P25 Phase I Interop (Q361, Q806; Q173, H38) • TDMA OPERATION (QA00580) • AES ENCRYPTION (Q629) • WIFI CAPABILITY (QA09001) • OUT OF THE BOX WIFI PROVISIONING (QA09007) • ENHANCED DATA (QA03399) • MULTICAST VOTING SCAN (Q387) • ViQi VOICE CONTROL (QA09028) • SUBMERSIBLE DELTA-T (H499)	APX P25 Subscribers	$3,323.00	27%	$2,425.79	5	$12,128.95
1d	QA02006A	ADD: APX NEXT XE M4.5 RUGGED RADIO	APX P25 Subscribers	$824.00	27%	$601.52	5	$3,007.60
1e	LSV01S03446A	APX NEXT DMS ESSENTIAL W ACC DMG - 7 years	APX P25 Subscribers	$947.27	0%	$947.27	5	$4,736.35
	APX Next XE Accy							
2	NNTN9217	APX NEXT SPARE BATTERY	APX RADIO ACCESSORIES	$248.35	27%	$181.30	5	$906.50
3	PMMN4152	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XVE REMOTE SPEAKER MICROPHONE	APX RADIO ACCESSORIES	$756.00	27%	$551.88	5	$2,759.40
4	NNTN9199	APX NEXT SINGLE UNIT CHARGER	APX RADIO ACCESSORIES	$181.43	27%	$132.44	5	$662.20
							Total	**$50,546.70**

Note: 1. Above pricing is from Orange County Master Purchase Agreement Y23-102
2. Programming to be completed by Orange County Radio Shop

PLEASE ENSURE ALL PURCHASE ORDERS REFLECT THE FOLLOWING INFORMATION:

PAYMENT TERMS: NET 30
VENDOR NAME: MOTOROLA SOLUTIONS, INC.
YOUR BILL TO AND SHIP TO ADDRESS
YOUR PREFERRED EMAIL ADDRESS FOR ELECTRONIC INVOICING

STAFF REPORT

Meeting Date: May 5, 2026
Item #: 6

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Interagency Agreement between Orange County, Florida and the Ocoee Police Department for Criminal Justice Information Exchange and Computer Usage. (Police Chief Ogburn)

Background Summary:

This proposed agreement is entered into by and between Orange County Corrections and the City of Ocoee. This proposed agreement establishes a formal framework between Orange County and the Ocoee Police Department for access to the County's Integrated Criminal Justice Information System (ICJIS), which is maintained by the Orange County Corrections Department (OCCD) for the storage and management of Criminal Justice Information (CJI) related to jail inmates. Both entities are recognized participants in the Federal Bureau of Investigation and the Florida Department of Law Enforcement Criminal Justice Information Services (CJIS) network. They are currently bound by separate Criminal Justice User Agreements that require compliance with CJIS Security Policy standards. This agreement is necessary to ensure continued, secure, and lawful sharing of CJI between the parties for the administration of criminal justice functions. Additionally, the agreement mandates robust data protection measures, including the encryption of transmitted data, the use of agency-owned devices, system security controls, and adherence to all applicable federal, state, and local laws governing criminal justice information.

Approval of this agreement will formalize operational and security responsibilities, ensure compliance with CJIS standards, and support the efficient exchange of critical criminal justice data.

Issue:

Should the Honorable Mayor and City Commission approve the Interagency Agreement between Orange County Corrections and the Ocoee Police Department for the exchange of information?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the Interagency Agreement between Orange County Corrections and the Ocoee Police Department for the exchange of information.

Attachments:
None

Financial Impacts:
None.

Type of Item: Consent

STAFF REPORT

Meeting Date: May 5, 2026
Item #: 7

Contact Name: Joyce Tolbert, Shannon Hopper
Contact Number: Ext. 1516, Ext. 1524

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of the One-Year Contract Renewal Option for Fiscal Year 2026 with Purvis, Gray & Company for RFP #22-003 Auditing Services. (Procurement Manager Tolbert)

Background Summary:

On April 19, 2022, the City Commission awarded the contract for RFP #22-003 Auditing Services to Purvis, Gray & Company, LLP to provide independent financial auditing services. The initial term of the contract was for three (3) years for the fiscal years ending September 30, 2022, 2023, and 2024; and (2) one-year renewal options at the City's discretion. On August 5, 2025, the City Commission approved the first one-year renewal option for the fiscal year 2025 audit. As preparations for the fiscal year 2026 audit are anticipated to begin in the coming months, staff seeks approval of the second one-year contract renewal option for the audit of the City's fiscal year ending September 30, 2026, with Purvis, Gray & Company for auditing services per the attached engagement letter. As this is the final contract renewal option, a new solicitation for these services will be issued within the coming year.

Issue:

Should the Honorable Mayor and City Commission approve the one (1)-year optional contract renewal option which will extend the term of Purvis, Gray & Company LLP's Auditing Services contract for RFP #22-003 for the audit of fiscal year 2026?

Recommendations:

Staff recommends the Honorable Mayor and City Commission:

1.) Approve the one (1)-year contract renewal option with Purvis, Gray & Company, LLP for RFP #22-003 Auditing Services for the audit of fiscal year 2026;
2.) Authorize the Mayor, City Clerk, and staff to execute all necessary contract documents with Purvis Gray & Company LLP; and
3.) Authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for all change orders.

Attachments:

1. 2026 Audit Engagement Letter
2. Agreement Renewal Signature Page
3. Current Agreement

Financial Impacts:

The fee for the basic financial audit of the City, including the CRA report, is $56,200. If a Federal Single Audit

or State Single Audit is required, the fee would be $5,000 for each single audit. Assistance with preparation and review of the Annual Comprehensive Financial Report will be $12,400. The fee to assist with the preparation of the Annual Financial Report will be $3,600. The necessary funds are budgeted in 001-513-00-3200 and 130-516-00-3200.

Type of Item: Consent

PURVIS GRAY

April 2, 2026

AUDIT ENGAGEMENT LETTER

Honorable Mayor and City Commission
City of Ocoee
1 N. Bluford Ave
Ocoee, Florida 34761

Pursuant to our engagement letter dated April 19, 2022, we are pleased to confirm our understanding of the services we are to provide to the City of Ocoee, Florida (the City) for the optional year ending September 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City for the year ending September 30, 2026. We will also audit and issue a separate report for the financial statements of the Ocoee Community Redevelopment Agency (the CRA) for the year then ending. In addition, separate attestation reports pursuant to the American Institute of Certified Public Accountants (AICPA) Professional Standards, AT-C Section 315 are to be issued regarding the CRA's compliance with Sections 163.387(6) and (7), Florida Statutes, and the City's and CRA's compliance with Section 218.415, Florida Statutes, in accordance with Chapter 10.550, *Rules of the Auditor General.*

Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City's and the CRA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's and the CRA's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Required Pension and Other Postemployment Benefits Disclosures
- Major Fund Budgetary Comparison Statements

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Schedule of Expenditures of Federal Awards (and State Financial Assistance, if applicable)
- Combining Non-Major Fund Statements
- Non-Major Fund Budgetary Comparison Statements

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance:

- Introductory Section
- Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, non-compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards and grant agreements that could have a direct and material effect on each major program in accordance with the *Single Audit Act Amendments of 1996* and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) ; *Florida Single Audit Act*, Section 215.97, Florida Statutes, and the Florida Department of Financial Services, *State financial assistance Compliance Supplement*.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Single Audit Act Amendments of 1996*; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other

procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or non-compliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS, *Government Auditing Standards,* and Chapter 10.550, *Rules of the Auditor General*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Potential risk related to management override of internal controls.
- Potential risk related to the recording and reporting of land and other capital asset transactions.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Controls
We will obtain an understanding of the City and its environment, including the system of internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material non-compliance with compliance requirements applicable to each major federal award program and state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under the AICPA professional standards*, Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance
As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's and the CRA's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards and state financial assistance applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the *Compliance Supplement*, our compliance and internal control procedures will relate to the compliance requirements that the *Compliance Supplement* identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit
Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement,

whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for making drafts of financial statements, schedule of expenditures of federal awards and state financial assistance, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs; state financial assistance; compliance with laws, regulations, contracts and grant agreements; and related matters.

Management responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations, contracts and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor non-compliance with federal statutes, regulations, and the terms and conditions of federal

awards; take prompt action when instances of non-compliance are identified, including non-compliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

Management is responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and non-cash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards and state financial assistance is issued with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for the presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Examination Reports
The following examination reports will be issued by us regarding compliance with the following:

- Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes. One for the City and the CRA.
- Independent Accountant's Report on Compliance with Section 163.387(6) and (7), Florida Statutes – for the CRA.

The objectives of our examination are to: (1) obtain reasonable assurance about whether the report (as applicable) is free from material misstatement based on the applicable criteria; and (2) to express an opinion as to whether the subject matter is presented and/or the City complied, in all material respects, in accordance with the specified requirements.

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. Our examination does not provide a legal determination on the City's compliance with the specified requirements.

The examination reports are solely to comply with the specified requirements and are not suitable for any other purpose.

We will plan and perform the examination to obtain reasonable assurance about whether the subject matter is free from material misstatement and/or the City complied, based on the specified requirements. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors or known and suspected fraud or non-compliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and non-compliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention, unless clearly trivial. We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of the subject matter being examined in accordance with, and for compliance with, the specified requirements; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the subject matter is presented in accordance with and/or you are in compliance with the specified requirements. Failure to provide such an assertion will result in our withdrawal from

the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain evidence.

At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes of the City in conformity with GAAP and the Uniform Guidance based on information provided by you. We will also assist in the preparation of the Annual Financial Report. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards.

The other services are limited to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements and related notes, schedule of expenditures of federal awards and state financial assistance, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for

you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for the preparation and assembly of the Annual Comprehensive Financial Report, the distribution of the reports and the basic financial statements and related notes, schedule of expenditures of federal awards and state financial assistance, and all accompanying information. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office, for purposes of a quality review of the audit to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by a federal or state agency. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the City and the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I am the engagement partner, and I am responsible for supervising the engagement and signing the reports. We will begin our audit fieldwork in July 2026 and expect to issue our reports no later than March 31, 2027. We anticipate a similar schedule for all subsequent years.

Our fee for the basic financial audit of the City, including the CRA report, is $56,200. If a Federal Single Audit or State Single Audit is required, the fee would be $5,000 for each Single Audit. Assistance with preparation and review of the Annual Comprehensive Financial Report will be $12,400. The fee to assist with the preparation of the Annual Financial Report will be $3,600.

Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audits. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost. This agreement may also be extended beyond the two optional years by mutual agreement.

The City Commission or management may request that we perform additional services not addressed in this letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Commission of the City of Ocoee. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Respectfully Submitted,

PURVIS, GRAY AND COMPANY, LLP



Timothy M. Westgate, CPA
Audit Partner

TMW/jtp

RESPONSE:

This letter correctly sets forth the understanding of the City of Ocoee.

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____

CITY OF OCOEE SIGNATURE PAGE FOR
RENEWAL OF AGREEMENT FOR AUDITING SERVICES (RFP #22-003)

The City of Ocoee and Purvis, Gray & Company, LLP hereby agree to extend the above-referenced Agreement for an additional one (1) year optional renewal term (for City's fiscal year ending September 30, 2026), and the new term of the Agreement will expire on April 18, 2027. All other terms and conditions of the Agreement shall continue in full force and effect.

AUDITORS: PURVIS, GRAY & COMPANY, LLP

BY (sign): _____

PRINT NAME: _____

TITLE: _____

DATE: _____

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____
Melanie Sibbitt, City Clerk

_____
Rusty Johnson, Mayor

DATE: _____

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 202__.

FISHBACK DOMINICK

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

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

PURVIS GRAY

July 24, 2025

AUDIT ENGAGEMENT LETTER

Honorable Mayor and City Commission
City of Ocoee
1 N. Bluford Ave
Ocoee, Florida 34761

Pursuant to our engagement letter dated April 19, 2022, we are pleased to confirm our understanding of the services we are to provide to the City of Ocoee, Florida (the City) for the optional year ending September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City for the year ending September 30, 2025. We will also audit and issue a separate report for the financial statements of the Ocoee Community Redevelopment Agency (the CRA) for the year then ending. In addition, separate attestation reports pursuant to the American Institute of Certified Public Accountants (AICPA) Professional Standards AT-C Section 315 are to be issued regarding the CRA's compliance with Sections 163.387(6) and (7), Florida Statutes, and the City's and CRA's compliance with Section 218.415, Florida Statutes, in accordance with Chapter 10.550, *Rules of the Auditor General.*

Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City's and the CRA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's and the CRA's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Required Pension and Other Postemployment Benefits Disclosures
- Major Fund Budgetary Comparison Statements

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Schedule of Expenditures of Federal Awards
- Combining Non-Major Fund Statements
- Non-Major Fund Budgetary Comparison Statements

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance:

- Introductory Section
- Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, non-compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the *Single Audit Act Amendments of 1996* and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Single Audit Act Amendments of 1996*; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other

procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or non-compliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS, *Government Auditing Standards,* and Chapter 10.550, *Rules of the Auditor General*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Potential risk related to management override of internal controls.
- Potential risk due to turnover in key finance and accounting personnel.
- Potential risk associated with improper revenue recognition related to overstatement of revenues.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Controls
We will obtain an understanding of the City and its environment, including the system internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material non-compliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under the AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance
As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's and the CRA's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit
Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement,

whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and related matters.

Management responsibilities include adjusting the financial statements to correct material misstatements and confirming to use in the management letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations, contracts and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor non-compliance with federal statutes, regulations, and the terms and conditions of federal

awards; take prompt action when instances of non-compliance are identified, including non-compliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and non-cash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for the presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe that the supplementary information, including its form and content, is fairly presented in accordance GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of the audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, and studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Examination Reports
The following examination reports will be issued by us regarding compliance with the following:

- Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes. One for the City and the CRA.
- Independent Accountant's Report on Compliance with Section 163.387(6) and (7), Florida Statutes – for the CRA.

The objectives of our examination are to: (1) obtain reasonable assurance about whether the report (as applicable) is free from material misstatement based on the applicable criteria; and (2) to express an opinion as to whether the subject matter is presented and/or the City complied, in all material respects, in accordance with the specified requirements.

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. Our examination does not provide a legal determination on the City's compliance with the specified requirements.

The examination reports are solely to comply with the specified requirements and are not suitable for any other purpose.

We will plan and perform the examination to obtain reasonable assurance about whether the subject matter is free from material misstatement and/or the City complied, based on the specified requirements. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors or known and suspected fraud or non-compliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and non-compliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention, unless clearly trivial. We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of the subject matter being examined in accordance with, and for compliance with, the specified requirements; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the subject matter is presented in accordance with and/or you are in compliance with the specified requirements. Failure to provide such an assertion will result in our withdrawal from

the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain evidence.

At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with GAAP and the Uniform Guidance based on information provided by you. We will also assist in the preparation of the Annual Financial Report. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards.

The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements and related notes, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for the preparation and assembly of the annual comprehensive financial report, the distribution of the reports and the basic financial statements and related notes, schedule of expenditures of federal awards, and all accompanying information. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office, for purposes of a quality review of the audit to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by a federal or state agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the City and the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I am the engagement partner, and I am responsible for supervising the engagement and signing the reports. We will begin our audit fieldwork in July 2025 and expect to issue our reports no later than March 31, 2026. We anticipate a similar schedule for all subsequent years.

Our fee for the basic financial audit of the City, including the CRA report, is $54,600. If a Federal Single Audit is required, the fee would be $4,900 for each single audit. Assistance with preparation and review of the Annual Comprehensive Financial Report will be $12,000. The fee to assist with the preparation of the Annual Financial Report will be $3,500.

Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audits. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost. This agreement may also be extended beyond the two optional years by mutual agreement.

The City Commission or management may request that we perform additional services not addressed in this letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Commission of the City of Ocoee. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these

circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Respectfully Submitted,

PURVIS, GRAY AND COMPANY, LLP

Timothy M. Westgate, CPA
Audit Partner

TMW/jlk

RESPONSE:

This letter correctly sets forth the understanding of the City of Ocoee.

Management Signature: _____

Title: City Manager

Date: 08-05-2025

Governance Signature: _____

Title: Mayor

Date: 08-05-2025

PURVIS GRAY

April 19, 2022

AUDIT ENGAGEMENT LETTER

Honorable Mayor and City Commission
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

In accordance with RFP #22-003 and the Agreement for Auditing Services, we are pleased to confirm our understanding of the services we are to provide to the City of Ocoee, Florida (the City) for the years ending September 30, 2022, 2023, and 2024 with optional renewal years for 2025 and 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City for the years ending September 30, 2022, 2023, and 2024 with optional provisions to renew at the agreement of both parties. We will also audit and issue a separate report for the financial statements of the Ocoee Community Redevelopment Agency (the CRA) each year. In addition, separate attestation reports pursuant to the American Institute of Certified Public Accountants (AICPA)Professional Standards AT-C Section 315 are to be issued regarding the CRA's compliance with Sections 163.387(6) and (7), Florida Statutes, and the City's and CRA's compliance with Section 218.415, Florida Statutes, in accordance with Chapter 10.550, *Rules of the Auditor General.*

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's and the CRA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's and the CRA's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Required Pension and Other Postemployment Benefits Disclosures
- Major Fund Budgetary Comparison Statements

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Schedule of Expenditures of Federal Awards
- Combining Non-Major Fund Statements
- Non-Major Fund Budgetary Comparison Statements

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance:

- Introductory Section
- Statistical Section

The objective of our audit is the expression of opinions as to whether the City's and the CRA's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control related to major federal programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a direct and material effect on each major federal program in accordance with the *Single Audit Act Amendments of 1996*; Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit
We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Single Audit Act Amendments of 1996*; the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or non-compliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS, *Government Auditing Standards,* and Chapter 10.550, *Rules of the Auditor General.* In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Potential risk related to management override of internal controls.
- Risk related to key financial staff turnover.
- Risk related to utility billing due to the number of transactions.
- Risk associated with improper revenue recognition related to overstatement of revenues.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Controls
We will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*

As required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material non-compliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under the AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance.

Audit Procedures—Compliance
As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's and the CRA's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal programs. Our procedures will consist of the tests of transactions and other applicable procedures described in the Uniform Guidance, *Compliance Supplement;* for the types of compliance requirements that could have a direct and material effect on each of the City's major federal programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major federal programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit
Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and

monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and related matters.

Management responsibilities include adjusting the financial statements to correct material misstatements and confirming to use in the management letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations, contracts and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor non-compliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of non-compliance are identified, including non-compliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and non-cash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards are used with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for the presentation of the schedule of expenditure of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly stated in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for that change); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for the presentation of the supplementary information in accordance with U.S. generally accepted accounting principles; (2) you believe that the supplementary information, including its form and content, is fairly presented in accordance with U.S. generally accepted accounting principles; (3) the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of the audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, and studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Examination Reports
The following examination reports will be issued by us regarding compliance with the following:

- Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes. One for the City and the CRA.
- Independent Accountant's Report on Compliance with Section 163.387(6) and (7), Florida Statutes – for the CRA.

The objectives of our examination are to: (1) obtain reasonable assurance about whether the report (as applicable) is free from material misstatement based on the applicable criteria; and (2) to express an opinion as to whether the subject matter is presented and/or the City complied, in all material respects, in accordance with the specified requirements.

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. Our examination does not provide a legal determination on the City's compliance with the specified requirements.

The examination reports are solely to comply with the specified requirements and are not suitable for any other purpose.

We will plan and perform the examination to obtain reasonable assurance about whether the subject matter is free from material misstatement and/or the City complied, based on the specified requirements. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or non-compliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and non-compliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention, unless clearly trivial. We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of the subject matter being examined in accordance with, and for compliance with, the specified requirements; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the subject matter is presented in accordance with and/or you are in compliance with the specified requirements. Failure to provide such an assertion will result in our withdrawal from

the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain evidence.

At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter.

Engagement Administration, Fees, and Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements and related notes, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for the preparation and assembly of the annual comprehensive financial report, the distribution of the reports and the basic financial statements and related notes, schedule of expenditures of federal awards, and all accompanying information. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office, for purposes of a quality review of the audit to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by a federal or state agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the City and the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I am the engagement partner, and I am responsible for supervising the engagement and signing the reports. We will begin our audit fieldwork in September 2022 and expect to issue our reports no later than March 31, 2023. We anticipate a similar schedule for all subsequent years.

Our fee for these services for the City's and CRA's audit and related services will be at the rates outlined in the proposal and as summarized in the table below.

	Fiscal Year Ending		
	2022	2023	2024
City's Audit	$ 44,000	$ 44,750	$ 45,550
Single Audit*	4,500	4,500	4,500
ACFR Review	2,500	2,500	2,500
CRA Audit	5,000	5,000	5,000

*For years in which a single audit is needed.

Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audits. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost. This agreement may also be extended beyond the two optional years by mutual agreement.

The City Commission or management may request that we perform additional services not addressed in this letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Commission of the City of Ocoee. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Respectfully Submitted,

PURVIS, GRAY AND COMPANY, LLP

Timothy M. Westgate, CPA
Audit Partner

TMW/jlk

RESPONSE:

This letter correctly sets forth the understanding of the City of Ocoee.

Management Signature: _____

Title: City Manager

Date: 4/21/22

Governance Signature: _____

Title: Mayor

Date: 4/27/22

AGREEMENT FOR AUDITING SERVICES

This agreement is entered into this 19th day of April, 2022 between the **City of Ocoee**, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and **Purvis, Gray & Company LLP,** a firm of Certified Public Accountants registered and licensed in the State of Florida, hereinafter referred to as the "Auditors".

WITNESSETH:

That for and in consideration of the mutual performance of the terms and conditions herein, both parties agree, as follows:

SECTION 1: PURPOSE AND SCOPE OF THE ENGAGEMENT

1. Except as set forth in Section 8 hereof, the audit will be performed as indicated in Request for Proposals "RFP" #22-003 and addenda, "Exhibit A", and will encompass the City's financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information (collectively the "financial statements") as of and for the fiscal year ended September 30, 2022, September 30, 2023, and September 30, 2024, and shall be accomplished in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act of 1996, the provisions of uniform guidance and the provisions of Section 11.45, *Florida Statutes*. The Auditors shall utilize the guidance provided in the AICPA audit guide, *Audits of State and Local Governments.* The Auditors shall also consider any specific grant, bond or other legal covenant or requirement in performing the audit. The objective of an audit is the expression of opinions concerning whether the financial statements present fairly, in all material respects, the financial position of the City and the results of its operations and cash flows of its Proprietary Funds in conformity with accounting principles generally accepted in the United States of America.

   As part of the audit, the Auditors shall consider the City's internal controls over financial transactions and assess control risk, as required by auditing standards generally accepted in the United States of America, for the purpose of establishing a basis for determining the nature, timing, and extent of auditing procedures necessary for expressing the Auditor's opinion concerning the financial statements. The Auditors shall also consider and test the City's internal control policies and procedures used in administering federal financial assistance programs. The management of the City is responsible for establishing and maintaining internal controls. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs for internal control policies and procedures. The objectives of internal

controls are to provide City management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with City management's authorization and recorded properly to permit the preparation of financial statements in accordance with accounting principles generally accepted in the United States of America. Because of the inherent limitation in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of internal controls to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

As required by Government Auditing Standards, the Auditors shall prepare a separate written report on their understanding of the City's internal controls. The report shall include, but is not limited to: (1) the scope of the Auditors' work in obtaining and understanding of the internal controls and in assessing the control risk, (2) the City's significant internal controls including the controls established to ensure compliance with laws and regulations that have a material impact on the general purpose financial statements, (3) the reportable conditions, including the identification of material weakness, identified as a result of their work in understanding and assessing control risk and (4) all other matters normally included in a financial audit as defined by Section 11.45(1)(c), *Florida Statutes*.

The audit shall include, but not be limited to, procedures designed to provide reasonable, rather than absolute, assurance of detecting errors and irregularities that are material to the financial statements. The Auditors shall inform the City with respect to illegal acts or material errors or irregularities that come to their attention during the course of the audit.

Compliance with the laws and regulations, contracts, and grants applicable to the City is the responsibility of the City's management. As part of obtaining assurance about whether the financial statements are free of material misstatement, the Auditors shall perform tests of the City's compliance with certain provisions of laws, regulations, contracts, grants and other matters.

As required by uniform guidance and the Florida Single Audit Act, the Auditors shall consider and test the City's internal control policies and procedures used in administering Federal and State award programs. Based on this consideration and these tests, the Auditors shall assess risk and determine the nature, timing, and extent of testing compliance with requirements that, if not complied with, could have a material effect on a major Federal or State award program. However, tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in the Auditors report on internal control pursuant to uniform guidance.

In addition, the Auditors shall prepare a separate written Management Letter as defined by Section 11.45(1)(f), *Florida Statutes*, defined in Chapter 10.550, *Rules of the Auditor General.* A draft of the management letter shall be discussed with the City Manager or his designee before its issuance in its final form.

At the conclusion of each engagement, the City's management shall provide to the Auditors a representation letter that, among other things, shall confirm management's responsibility for the preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America, the availability of financial records and related data, the completeness and availability of all minutes of City Commission meetings, and the absence of irregularities involving management of those employees who have significant roles relating to internal controls.

2. The Auditors shall assist with review of the Annual Comprehensive Financial Report at the request of Management.

3. The Auditors shall be available to attend such public meetings as may be necessary for discussion of the final audit report.

4. The Auditors shall perform a substantial portion of the audit on City premises. The City shall furnish reasonable adequate working space that is well lighted, reasonable comfortable and proximate to accounting and accounting records.

5. The Auditors shall provide all equipment, materials, supplies and personnel services to perform the audit.

SECTION 2: AUDIT STANDARDS AND PROCEDURES

1. The Audit shall be performed by personnel outlined in the firm's response to Request for Proposals (RFP) #22-003, "Exhibit B". Any changes in senior level personnel from those identified in the proposal must be approved by the City's Finance Director.

2. The Auditors may reasonably utilize the City's staff to perform work of an assisting (data gathering) nature, consistent with auditing standards generally accepted in the United States of America, and whenever qualified City employees are reasonably available. This shall be coordinated with the Finance Director or designee.

3. The Auditors agree that the City and the Auditors are subject to the public records laws of the State of Florida with regard to records that are, in fact, public records. Public records, as defined by State law, shall be subject to said laws, but not records that are not public records. The Auditors shall be entitled to rely upon and assert all provisions of the State's public records laws relating to exemptions and

confidentiality of records. The Auditors may be subject to the Public Records Laws only with regard to certain records in that all records. The Auditors assert that work papers for this Agreement are the property of the Auditors and constitute confidential information. Such work papers shall be maintained for a minimum of three (3) years after the date of a completed audit or as may otherwise be required by law. In addition to public records being subject to the provision of the State's public records laws, the Auditors may fully interact with other agencies of government in accomplishing the audit.

4. The Auditors shall not assign, sublet or otherwise dispose of, without first obtaining written consent of the City's Finance Director after approval by the City Commission, the services to be performed pursuant to this Agreement, or any portion thereof.

5. All work and reports performed and submitted by Auditors pursuant to this Agreement shall be in accordance with applicable State and Federal laws, rules and regulations.

6. The City shall reasonably make available to the Auditors any and all financial records, books, supporting documents, City Commission minutes, policies, contracts, agreements, budgets, personnel assistance and any other records or requests as may be mutually considered necessary in the conduct of the aforesaid audit related services.

7. The Auditors shall coordinate with the City's Finance Director for the purpose of arranging an exit conference at the conclusion of the audit of the City and conduct said conference with the City Manager or his designee. A draft copy of all reports shall be provided by the Auditors to the Finance Director for inspection prior to the said audit exit conference meeting.

8. The Auditors shall keep adequate records and supporting documentation applicable to this Agreement. Said records and documentation shall be retained by the Auditors for a minimum of three (3) years from the issuance of the audit to the City Commission.

9. In order to properly serve the public interest, if the Auditors, in the course of their audit examination, should discover evidence pointing to a nonfeasance, malfeasance or misfeasance on the part of any officer or employee of the City or its agencies, the Auditors shall immediately give notice thereto to the City Manager unless the City Manager is the subject of the inquiry, in which case the notice shall be given to the Mayor and City Commission.

10. Audit Requirements for Fiscal Year September 30, 2022, September 30, 2023, and September 30, 2024 shall commence upon execution of this Agreement by both parties.

11. During the performance of this Agreement, the Auditors shall maintain in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 and shall not on the grounds of race, color, national origin, religion, sex, age, disability, or marital status, discriminate in any form or manner against said Auditors' employees or applicants for employment. Auditors understand and agree that this Agreement is conditioned upon the veracity of this statement of assurance. The Auditors shall comply with Title VI of the Civil Rights Act of 1964 when Federal grants are involved. Other applicable Federal and State Laws, executive orders, rules and regulations prohibiting discrimination as hereinabove referenced are included by this reference hereto, to include Vietnam era veterans within its protective range of applicability.

12. This Agreement shall be governed by the laws of the State of Florida. Venue for any actions arising out of the Agreement will lie in Orange County, Florida.

SECTION 3: FEES AND TERMS OF PAYMENT

1. The City shall pay the Auditors the total fee based on the firm's proposal submitted for RFP #22-003, "Exhibit B", for the audit of fiscal year ending September 30, 2022, September 30, 2023, and September 30, 2024. The parties hereto recognize that the firm's response to the RFP was based on a multi-year contract and that this contract is being executed for three (3) years; renewal options for (2) one-year renewal periods may be negotiated. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The parties hereto agree that the total fee for the services set forth herein shall be as set forth on Exhibit "B" attached hereto and that said Exhibit "B:" shall control in the event of any conflict with the firm's proposal submitted in response to the RFP.

2. The Auditors will render interim billings as work progresses and the City agrees to pay the interim billings within 30 (thirty) days after receipt. Interim payments shall be determined by the percentage of work completed at the time an invoice is submitted.

3. The City shall pay the final billing within thirty (30) days after all the following conditions have been met:

    a. Auditors have rendered their signed Independent Accountant's Report and applicable Internal Control and Compliance reports;

    b. Auditors have rendered the final Management Recommendation Letter;

    c. Auditors have provided assistance with the review of the Annual Comprehensive Financial Report;

d. All requested City Commission meetings and staff conferences have been completed.

4. The Auditors shall comply with all applicable labor laws regarding employment and pay of its employees. 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.

5. Compensation payable pursuant to Section 4 and any amendments to this Agreement may be withheld if the final audit report does not meet the requirements of Section 11.45, *Florida Statutes,* and/or any other State or Federal laws, rules and regulations applicable to said audits. Compensation may be withheld until all discrepancies are corrected and conform to above requirements.

SECTION 4: ADDITIONAL SERVICES

1. The Auditors are not required to render any information or services to employees of the City or to make any studies or investigations at the request of any individual, except herein provided for. However, the Auditors shall reasonably interact with and provide information to the Mayor, the City Commissioners and City staff. The Auditors shall respond to such incidental inquiries without additional charges to the City. If, in the Auditors' reasonable judgment, the level of time for such inquiries becomes substantial, the Auditors will notify the City Manager.

2. The City may, from time to time, desire the Auditor to change or increase the scope of work. This may include the addition of records and procedures in its audit program. Such requests for additional work will be submitted in writing to the Auditor by the Finance Director for consideration for approval by the City Commission. The Auditor will be compensated based on a negotiated hourly billing rate at the time of the approval. Additional services will be billed to the City separately.

3. The Auditors shall notify the City's Finance Director of any comments received from the Auditor General of the State of Florida regarding any deficiencies noted in the reports of the City.

4. The Auditors shall disclose any findings disclosed in Peer Review reports regarding the audit of the City.

5. The Auditors shall perform a full scope audit of the City, which includes an audit of the financial statements and compliance as required by Governmental Auditing Standards. Throughout the term of this Agreement, if significant increases or decreases in the required scope of the audit are necessary due to changes in regulatory or other authoritative pronouncements, the impact of these changes will be discussed to arrive at a new fee estimate. However, if changes occur that do not significantly affect those procedures normally performed under as full scope audit; no change in the fee will be necessary.

SECTION 5: INSURANCE

Prior to commencement and until termination of work for or on behalf of the City, the Auditors shall procure and maintain insurance of the types and to the limits specified in RFP #22-003.

The term "City" as used in this section of the Agreement is defined to mean the City of Ocoee itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

SECTION 6: FORCE MAJEURE

Auditor shall not be liable for any failures or delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions due to fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

SECTION 7: INDEMNITY

Each party ("Indemnifying Party") shall indemnify and hold harmless the other ("Indemnified Party") from any and all claims, suits, actions, liabilities and reasonable defense costs, in each case solely for bodily injury to individuals and physical damage to tangible property to the extent directly and proximately caused by the acts or omissions of the Indemnifying Party while the Auditor is engaged in the performance of services under this Contract; provided however, that if there is also fault on the part of the Indemnified Party, the forgoing indemnity shall be on a comparative fault basis, and provided further, however, that the City's obligation hereunder shall only exist to the extent permissibly by law and to the extent set forth in Section 768.28, *Florida Statutes*. As a condition to the foregoing indemnity obligations of the Indemnifying Party, the Indemnified Party shall provide with the Indemnifying Party with reasonable prompt notice of any claim for which indemnification may be sought hereunder and shall cooperate with the Indemnifying Party in connection with such claims. The Indemnifying

Party shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing; provided, however, that the Indemnifying Party shall have no authority to admit liability on behalf of the Indemnified Party; and provided further, however, that the Indemnifying Party shall not be entitled to control the handling of any such claim against the Indemnified Party if the Indemnified Party asserts that there is also fault on the part of the Indemnified Party. The provisions of this Section are solely for the benefit of the parties hereto and not intended to grant any rights, contractual or otherwise to any other person or entity.

Because of the importance of the City's management's representations, the City agrees to release and indemnify Auditor and its personnel form all claims liabilities and expenses relating to its services under this Agreement attributable to any material misrepresentation by City management to the extent and limits permitted by law.

SECTION 8: CONTRACT PERIOD

This Agreement covers the City's fiscal years ending September 30, 2022, September 30, 2023, and September 30, 2024. Notwithstanding any provision contained in the RFP, it is agreed that the Agreement covers the audits for the fiscal year ending September 30, 2022, September 30, 2023, and September 30, 2024; renewal options for (2) one-year renewal periods may be negotiated. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement.

SECTION 9: TERMINATION

This Agreement may be terminated at will by the City at any time by giving thirty (30) days written notice thereof. In the event of such termination, the City shall pay the Auditors for the reasonable value of services rendered and expenses incurred by the Auditors, up to the effective date of such termination. The Auditors may only terminate this Agreement for cause.

Disputes arising under this Agreement (including, but not limited to, scope, nature and quality of services to be performed by the Auditor, the Auditors' fees and other terms of engagement) shall be submitted to mediation. A competent, and impartial third party, acceptable to both parties, shall be appointed to mediate and each disputing party shall pay in equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this Agreement until at least sixty (60) days after the mediator's first meeting with the involved parties. In the event that the dispute is required to litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process.

SECTION 10: AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Auditors shall comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 11: WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the City of any payment to the Auditors constitute or be construed as a waiver by the City of any breach of covenant or any default which may then exist, on the part of the Auditors, and the making of such payment by the City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default.

SECTION 12: NON-ASSIGNABILITY

Neither party shall assign and Agreement without the prior written consent of the other party.

SECTION 13: HEADINGS

All articles and descriptive headings of sections in this Agreement are inserted for convenience only and shall affect the construction or interpretation hereof.

SECTION 14: NOTICES

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For City:
Finance Director
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761
(407)905-3190

For Auditors:
Purvis, Gray & Company, LLP
Timothy Westgate, CPA, Partner
2347 SE 17th Street
Ocala, Florida 34471

(b) Either of the parties may change, by written notice as provided herein, the address or person for receipt of notice.

SECTION 15: CONFLICT OF INTEREST

The Auditors agrees that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

SECTION 16: SEVERABILITY OF INVALID PROVISIONS

If any one (1) or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 17: TIME OF THE ESSENCE

Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

SECTION 18: APPLICABLE LAW

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

SECTION 19: BINDING EFFECT

Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

SECTION 20: CHOICE OF LAW AND VENUE

Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in the Circuit Court for the 9th Judicial Circuit of Florida for Orange County, Florida.

SECTION 21: CONSTRUCTION OR INTERPRETATION OF THE AGREEMENT

This Agreement is the result of *bona fide* arm's length negotiations between the City and the Auditors and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Rachel Earnest
Print Name Rachel Earnest

Stephanie D. McCoy
Print Name Stephanie McCoy

FIRM: **PURVIS, GRAY & COMPANY, LLP**

By:
Name: Timothy M Westgate
Title Partner

(Company Seal)

APPROVED:

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

CITY OF OCOEE, FLORIDA,
a Florida municipal corporation

Rusty Johnson, Mayor

DATE: April 19, 2022

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this 19th day of April, 2022.

SHUFFIELD, LOWMAN & WILSON, P.A.

By:
Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON April 19, 2022,
UNDER AGENDA ITEM NO. 8.

EXHIBIT A

RFP #22-003 and ADDENDA

(see attached)

CITY OF OCOEE, FLORIDA

REQUEST FOR PROPOSALS
RFP #22-003

AUDITING SERVICES

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AUDITING SERVICES

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***Submit Form Completed with Proposal**

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Request for Proposals, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFP #22-003 AUDITING SERVICES.** Proposals will only be accepted electronically through Mercell Source to Contract (f/k/a Negometrix), a free e-Procurement platform, **until 2:00 pm, local time, on March 8, 2022.** Proposals received after that time or through any other method will not be accepted under any circumstances. Proposals that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Openings. All questions regarding this RFP should be in writing to Joyce Tolbert, CPPB, Procurement Manager, Finance Department/Purchasing jtolbert@ocoee.org. No Pre-proposal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting proposals at no charge through Mercell Source to Contract by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Mercell Source to Contract platform. Melanie Sibbitt, City Clerk, Orlando Sentinel February 6, 2022.

Introduction and Instructions:

The City of Ocoee, Florida, in conformance with Florida Statutes, Section 218.391 (Auditor Selection Procedures), and the policies and procedures of the City of Ocoee (City) is soliciting proposals from qualified Certified Public Accounting Firms (Firm, Proposer, Respondent, Bidder) with Governmental Accounting experience to submit a response to this RFP to provide Independent Financial Auditing Services in accordance to the RFP documents. The fiscal years ended September 30, 2022, 2023, and 2024 will be included in this RFP. Renewal options for (2) one-year renewal periods may be negotiated. The firm must be duly licensed under Florida Statutes, Chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. The City's current auditing contract has expired. The City intends to award a contract to one (1) qualified 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.

A. The City will receive questions regarding this RFP only through the Mercell Source to Contract platform in the Question & Answer tab or written inquires directed to Joyce Tolbert, CPPB, Procurement Manager at jtolbert@ocoee.org. Deadline for receipt of written inquiries will be **March 1, 2022 at 12:00 p.m., local time.** Any clarifications/changes will be only through written addenda issued by the Procurement Manager. Respondents should not contact City staff, with the exception of the Procurement Manager, or other City consultants for information regarding this RFP before the proposal award date. Any contact with any other member of the City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

B. Prospective Respondents may secure a free copy of the documents required for submitting a response through Mercell Source to Contract (f/k/a Negometrix) platform by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748 and clicking the "open" filter. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Mercell Source to Contract platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Mercell Source to Contract, prospective Respondents will be provided with all information regarding this RFP, all addendums and changes to the project requirements; there is no charge to use the Mercell Source to Contract e-procurement platform.

The City is **ONLY** accepting electronic solicitation responses online through the City's Mercell Source to Contract platform at https://app.negometrix.com/buyer/748. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the *Current Open Solicitations* menu. All responses for this bid **MUST** be submitted through

the Mercell Source to Contract platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge to use the Mercell Source to Contract electronic bid submission platform.

Registration with Mercell Source to Contract is free and is required prior to submitting an RFP response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the RFP submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Mercell Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com.

Once your company is registered with Mercell Source to Contract, you will be able to submit your bid/proposal/qualification statement securely, anytime before the bid deadline, at https://app.negometrix.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. You must click the SUBMIT BUTTON once you finalize your response. You will receive a date/time stamp confirmation within the Mercell platform and an email confirmation. Proposals submitted on Mercell Source to Contract will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public RFP opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Openings.

C. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their proposal on the Mercell Source to Contract platform. Proposals must be received by Mercell Source to Contract no later than **2:00 p.m. (local time) on March 8, 2022.** Any proposal received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have their proposal **uploaded and submitted** on the Mercell Source to Contract e-procurement platform prior to the due date and time.

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

D. Proposals will be reviewed by an audit selection committee appointed by the City Commission and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled audit selection committee meeting(s) for this RFP will be announced publicly. The auditor selection committee is the City Commission. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitutes public records under Florida law. All Proposers shall thoroughly examine and become familiar with this RFP package and carefully note the items specifically called for in this RFP which must be submitted.

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

F. Any response by the City to a request for clarification or correction will be made in the form of a written addendum which will be mailed, e-mailed or faxed by Mercell Source To Contract (f/k/a Negometrix) to all parties to whom the RFP package have been issued. The City reserves the right to issue Addenda, concerning date and time of review committee meeting, clarifications, or corrections, at any time up to the date and time set for proposal submission. In this case, proposals that have been received by the City prior to such an addendum being issued, will be returned to the Respondent, if requested, unopened. **In case any proposer fails to acknowledge receipt of any such Addendum in the space provided on the Addendum and fails to attach the Addendum to their proposal, its' proposal will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a proposal will constitute acknowledgment of the receipt of the RFP Documents and all Addenda**. Only interpretations or corrections provided by written Addenda shall be binding on the City. Proposers are cautioned that any other source by which a proposer receives information concerning, explaining, or interpreting the RFP Documents shall not bind the City.

G. Any of the following causes may be considered as sufficient for the disqualification and rejection of a proposal:
   a) Submission of more than one (1) proposal for the same work by an individual, firm, partnership or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships or corporations under common control may be considered to be the same entity;
   b) Evidence of collusion between or among the proposers;
   c) Being in arrears on any existing contracts with the City, or litigation with the City or having defaulted on a previous contract with the City;

d) Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to the proposer's ability to properly perform the services; or
e) Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of proposer or the rejection of its proposal.

H. **FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request for proposals become the property of the City 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.

I. **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.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

J. **ACCEPTANCE AND AWARD**. The City reserves the right to accept or reject any or all proposals, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. The City may accept any item or group of items of any proposal, unless the 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 (are) the most responsive and responsible. The City reserves the right, as an aid in determining which proposals are responsible, to require a Respondent to submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all proposals for acceptance and award. The Respondent certifies that it will not withdraw its proposal for a period of one hundred - twenty (120) days after the scheduled closing time for the receipt of proposals.

K. 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.

GENERAL TERMS & CONDITIONS:

1. **BID SECURITY:**

None Required.

2. **PERFORMANCE AND PAYMENT BONDS:**

None Required.

3. **PATENT INDEMNITY:**

Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract.

4. **PRICING:**

Pricing should be provided as indicated on the Scope of Work/Price Proposal Form attached, to include any alternate proposals. Please note that alternate proposals will not be accepted unless specifically called for on the Scope of Services/Price Proposal Form. Cost of preparation of a response to this proposal is solely that of the Respondent and the City assumes no responsibility for such costs incurred by the Respondent.

By submission of this proposal, the proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

a) The prices in this RFP have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposers or with any competitor;
b) Unless otherwise required by law, the prices which have been provided in this RFP have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor;
c) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (Florida Statutes, Section 542.18 and all applicable federal regulations);

5. **PROTESTS:**

All bid protests shall be submitted to the Procurement Manager in the following manner:

a) A Respondent **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.

b) A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the RFP, its addenda, and other 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 Respondent shall clarify all questions concerning the design documents of the project prior to submitting its bid.

c) The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

d) The bid protest **shall** be filed with the Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

e) The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

6. **PAYMENT TERMS:**

Payment for work completed will be made within (30) days of approved invoice. Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.

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

7. **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.

8. CERTIFICATION OF NON-SEGREGATED FACILITIES

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

The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

9. CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:

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

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

10. PUBLIC ENTITY CRIME STATEMENT:

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

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

11. INSURANCE TERMS & CONDITIONS:

Proof of Professional Liability Insurance: Provide a current insurance certificate providing proof of Professional Liability Insurance. The *successful* Respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the city:

Professional Liability Insurance: $1;000,000.00

The successful respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.

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

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

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

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

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

7. Owner's Protective Liability Insurance: (Not applicable for Auditing 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 Auditing Services).
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence

9. Certificates of Insurance: Certificate of Insurance Form (see sample, above), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon

notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Procurement Manager. 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 left blank intentionally.)

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID JC: FRAZE-1 | DATE (MM/DD/YYYY): 11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor's Name
Address

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

COVERAGES

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

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

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

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

CERTIFICATE HOLDER

OCOE01

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

SAMPLE

12. **SUMMARY OF LITIGATION:**

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

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

13. **ACKNOWLEDGMENT OF ADDENDA:**

Proposer acknowledges receipt of the following addenda:

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

City of Ocoee
Scope of Services
Request for Proposals (RFP) #22-003
Auditing Services

The City of Ocoee, Florida, in conformance with Florida Statutes, Section 218.391 (Auditor Selection Procedures), and the policies and procedures of the City of Ocoee (City) is soliciting proposals from Certified Public Accounting Firms with Governmental Accounting experience to submit a response to this RFP to provide Independent Financial Auditing Services in accordance to the RFP documents. The fiscal years ended September 30, 2022, 2023, 2024 will be included in this RFP. Renewal options for (2) one-year renewal periods may be negotiated. The firm must be duly licensed under Florida Statutes, Chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. The City's current auditing contract has expired. The scope of services to be provided shall include:

SERVICES TO BE PROVIDED

A. Financial Audit

1. The proposing firm (the firm) selected will be required to perform a financial audit in accordance with generally accepted auditing standards of the financial accounts and records of the City of Ocoee, Florida. This includes a review of the pension plans.

2. The audit shall comply with the Rules of the Auditor General of the State of Florida, Statements on Auditing Standards (GAAS), *Government Audit Standards* issued by the Comptroller of the United States, Uniform Guidance, Florida Single Audit Act and other Florida Statutes as applicable, *Audits of State and Local Government Units* (AICPA Audit Guide revised, and other applicable authoritative standards.

3. As a result of the examination, 10 copies of the following reports will be required, along with an electronic copy for permanent recordkeeping:

    a. Auditor's report;

    b. Report on compliance and internal control structure;

    c. Report on compliance with requirements applicable to each major program and internal control over compliance in accordance with the uniform guidance;

d. Management Letter.

e. Report on compliance with the requirement of section 218.415, Florida Statutes

B. Single Audit

1. The firm selected will also be required to perform a single audit of all federal and state financial assistance provided to the City.

2. The audit shall comply with the Rules of the Auditor General of the State of Florida and be in accordance with the Single Audit Act of 1984 and Amendments thereof.

3. As a result of the examination, an electronic copy of the following reports will be required:

   a. Auditor's report on financial statements, including the supplementary schedule of federal assistance, must include a statement whether the individual fund information is fairly presented in all material respects in relation to the general purpose financial statements.

   b. A report on internal accounting control, including internal controls, used to manage any federal financial assistance programs.

   c. Comments on compliance with the terms and conditions of federal laws and regulations applicable to major and non-major federal assistance programs.

C. Comprehensive Annual Financial Report

1. The firm selected will review the Comprehensive Annual Financial Report and provide comments/assistance to the City prior to submission to the GFOA.

D. Community Redevelopment Agency Audit

1. The firm selected will also be required to perform a separate financial audit in accordance with generally accepted auditing standards of the financial accounts and records of the Community Redevelopment Agency of the City of Ocoee, Florida.

2. The audit shall comply with the Rules of the Auditor General of the State of Florida, Statements on Auditing Standards (GAAS),

Government Audit Standards issued by the Comptroller of the United States, and other Florida Statutes as applicable, *Audits of State and Local Government Units* (AICPA Audit Guide revised, and other applicable authoritative standards.

3. As a result of the audit, 10 copies of the following reports will be required, along with an electronic copy for permanent recordkeeping:

    a. Auditor's report;

    b. Report on compliance and internal control structure;

    c. Management Letter.

    d. Report on compliance with the requirement of section 218.415, Florida Statutes

    e. Report on compliance with the requirement of section 163.387(6) and (7), Florida Statutes

DESCRIPTION OF ENTITY AND ACCOUNTING SYSTEM

A. General Information

The City of Ocoee operates under a commission/manager form of government. Ocoee is home to over 49,781 residents. The City is primarily a residential and retail area with a small amount of light industry and commercial business. The City provides fire, police, water, wastewater, garbage, and stormwater services. The City established a Community Redevelopment Agency (CRA) in 2006. This fund is reported as a major special revenue fund in the financial statements. Ocoee has received the GFOA Certificate of Achievement for Excellence in Financial Reporting for thirty consecutive years.

B. The Accounting System

1. Entity Definition

The financial reporting entity includes all funds of the primary government and the CRA. The 2021 adopted general fund budget is $52,988,188. The budget and 2020 Comprehensive Annual Financial Report are available on the City's website under the Finance Department at http://www.ocoee.org/300/Financial-Reports . The city processes payroll in-house. The city has two pension plans, one for general employees and one for police and fire employees. Employees do not participate in the state pension plan. The city operates a health center for its employees and is

self-funded for health and worker's compensation insurances.

2. General Information

   a. The accounting system is a web-based application. The financial software is American Data Group (ADG): Purchasing, A/P, A/R, G/L, Payroll, Utility Billing, and Licensing. The City utilizes Clear Village software for Permitting.

   b. Vendor checks are processed on a weekly basis. Purchase orders are issued as evidence of commitments. There is an encumbrance entered against the expenditure account at the time of commitment and liquidated at the time of payment.

   c. Payroll is processed on a bi-weekly basis. The City currently has approximately 390 full-time budgeted positions and 48 part-time budgeted positions. There are no substantial fluctuations in personnel during the year.

   d. The City calculates billing amounts in house for utility customers.

   e. The revenue and expenditure budgets for General Fund and enterprise funds are integrated into the accounting system.

   f. As of September 30, 2020

      - Total Assets were $310,781,725
      - Long-term debt obligations were $93,051,368

3. Accounting Policies and Procedures

   See (Exhibit A) for information on our significant accounting policies.

SCHEDULE OF AUDIT WORK

It is required that the Comprehensive Annual Financial Report be published by March 31st of each year. The firm selected must be able to meet the following schedule which indicates approximate completion dates ***(dates may be adjusted for first year)***:

Following a signed contract	Interim field work
December 31st	The City will have adjustments made, books closed and trial balance prepared
March 1st	The Audit completed
March 22nd	Review of Comprehensive Annual Report completed

2nd City Commission Meeting in April	Presentation of Audit to City Commission by by the firm and staff

The selected firm will be required to sign a contract with the City to provide the required services. The exact schedule will be set on an annual basis and agreed upon by both parties. The fiscal years ended September 30, 2022, 2023, 2024 will be included in this RFP. Renewal options for (2) one-year renewal periods may be negotiated. In addition, the firm must be flexible to expand the scope of services, at a negotiated price, in order to provide professional expertise and support. The City will maintain the right to cancel the contract if auditor performance is unsatisfactory.

INFORMATION REQUESTED FROM THE FIRM

In order to simplify the review process and obtain the maximum degree of comparison, the firm should use the following format in responding to the RFP. Any Proposal failing to conform to these specifications may be subject to rejection.

A. Title Page

Include the title "Proposal for Auditing Services", the name of the firm, local address, telephone number, name of the contact person, and the date.

B. Table of Contents

Include a clear identification of the material by section and page number. Include a statement that all working papers and reports will be retained at auditors' expense for a minimum of five years after release of audit, unless the firm is notified in writing by the City of the need to extend the retention period. The firm will be required to make working papers available, without charge, to the City upon request.

C. Letter of Transmittal

Limit to one or two pages and include the following:

1. Understanding of the work to be done and a positive commitment to perform the work within the scheduled timeframe.
2. State the name of the person who will be authorized to make representations for the firm, their title, address, and telephone number.
3. State whether the firm is local, regional, national, or international.
4. State the location of the office from which the work is to be done and the number of professional staff at that office.

D. Mandatory Criteria

1. Affirm that the firm is properly licensed to practice public accounting in the State of Florida and that all supervisory personnel assigned to the audit are CPAs. Attach copies of licenses for key personnel assigned to this contract.

E. Firm's Qualifications

1. Describe the firm's recent (last 5 years) governmental experience, emphasizing work of the local office and provide a contact name and phone number for each. Attach client references.
2. Describe staff training programs.
3. Give indications of the firm's depth in the governmental audit areas, specifically, conducting municipal audits.
4. Describe the firm's commitment to the governmental sectors.
5. Does the firm participate in the AICPA's peer quality review program? If so, indicate time of last review and results.
6. Describe the management advisory services the firm provides and indicate which of those services are provided at the local level.

F. Personnel Qualifications

Identify manager and all other supervisory personnel that will be assigned to this audit. Include resumes that identify experience in governmental audits, and indicate type and amount of continuing education. Include any other data that will indicate personnel's ability to perform the services described. Any reduction in the level of qualifications and expertise of personnel during the term of the contract must be consented to by the City.

G. Audit Approach

Submit a work plan to accomplish the scope of the RFP. The work plan should include descriptions and time estimates for each significant segment of the work and the staff level to be assigned. Where possible, individual staff members should be named. The planned use of specialists should be specified. Indicate your ability to meet the schedule outlined in the Schedule of Audit Work. Indicate to what extent statistical sampling techniques and analytical procedures will be employed. Identify whether audit software and/or electronic spreadsheets are utilized. In addition, what approach is proposed for gaining and documenting the auditor's understanding of the internal control structure?

H. Price Proposal

Companies/Respondents should provide their prices for each year as requested on the Price Proposal Form. Prices quoted should be all inclusive. Please note that the City may not require to have a single audit each year. Renewal options for (2) one-year renewal periods may be negotiated.

I. Include all other forms listed on the Table of Contents or requested within this RFP to be submitted with your proposal:

- Drug-free Workplace Program
- Conflict of Interest Disclosure Form
- Company Information and Signature Sheet
- Summary of Litigation
- Acknowledgement of Addenda

EVALUATION OF PROPOSALS

Proposals will be reviewed and evaluated by an auditor selection committee based upon the following criteria and information requested from the firm:

1. Responsiveness of the proposal related to the scope of work.
2. Ability, capacity, and skill of the audit firm to perform the services on a timely basis.
3. Responses of the client references.
4. Experience of the firm and individual members of the firm in conducting municipal audits.

The firms will then be shortlisted based upon the scores they receive for the following:

Firm's Qualifications	**0-30 points**
Personnel Qualifications	**0-30 points**
Audit Approach	**0-25 points**
Price Proposal	**0-15 points**

The criteria for evaluation shall be based on the criteria listed above. The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications as the City may deem necessary and may require interviews or formal presentations of the firms. The City shall be the sole judge of the competency of Respondents.

Proposals will be reviewed by the Auditor Selection Committee to evaluate and/or shortlist proposals. The date, time, and location of any scheduled Auditor Selection Committee meeting(s) for this RFP will be noticed publicly and posted on Mercell Source To Contract (f/k/a Negometrix). The City Commission's decision to endorse or modify the ranking by the Auditor Selection Committee shall be final. The City Commission shall be the final authority in the award or rejection of any all responses. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a proposal constitute public records under Florida law.

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 shall be borne by the Respondent.

All Respondents shall be notified via Mercell Source To Contract (f/k/a Negometrix) or other means of the Evaluation Committee's recommendation and/or ranking of firms to the City Commission. The successful Respondent shall be issued a Notice of Award and is required to execute a contract with the City. Upon the successful negotiation of the contract, the contract will be executed by both parties.

No proposal may be withdrawn and all proposed prices shall remain firm for a period of one hundred-twenty (120) days after the time and date scheduled for the proposal deadline.

TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFP	Request for Proposals published
21 days later	Last day for questions
30 days later	Proposals are due
35 days later	Proposals distributed to auditor selection committee
60 days later	Auditor Selection Committee meeting held to short-list
75 days later	Auditor Selection Committee to Interview, if necessary, and rank the short-listed firms for award.

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

(Remainder of page left blank intentionally.)

PRICE PROPOSAL FORM
RFP #22-003 AUDITING SERVICES

COMPANY NAME_____

A. ANNUAL PRICE PROPOSAL FOR AUDITING SERVICES AS DESCRIBED IN RFP #22-003 FOR FISCAL YEARS ENDING 2022, 2023, 2024:

2022 $_____.____

2023 $_____.____

2024 $_____.____

TOTAL $_____.____

B. ANNUAL PRICE PROPOSAL FOR SINGLE AUDIT FEE:

2022 $_____.____

2023 $_____.____

2024 $_____.____

TOTAL $_____.____

C. ANNUAL PRICE PROPOSAL FOR ASSISTANCE AND/OR REVIEW OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT, IF REQUIRED:

2022 $_____.____

2023 $_____.____

2024 $_____.____

TOTAL $_____.____

D. ANNUAL PRICE PROPOSAL FOR AUDITING SERVICES FOR COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEARS ENDING 2022, 2023, 2024:

2022 $_____.____

2023 $_____.____

2024 $_____.____

TOTAL $_____.____

(Renewal options for (2) one-year renewal periods may be negotiated for services provided in items A through D).

_____
Date

_____
Company Name

_____
FL License Number

_____
Authorized Officer (print)

_____
Authorized Signature



EXHIBIT "G"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

RFP #22-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF SERVICES/PRICE PROPOSAL FORM" ARE ACCURATE AND WITHOUT COLLUSION.

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

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

_____
NAME/TITLE (PLEASE PRINT)

_____ _____
STREET ADDRESS

_____
CITY STATE ZIP

FEDERAL ID #_____
_____Individual _____Corporation _____Partnership _____Other (Specify)_____

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

Personally Known_____ or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of _____
County of _____

_____
Signature of Notary Public

_____
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT A

Summary of Significant Accounting Policies

(7 pages, numbered 31-37)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The City of Ocoee, Florida ("the City") is a political subdivision of the state of Florida located in Orange County and was established by the Laws of Florida 10951 (1925). The legislative branch of the City is comprised of a five-member elected Commission, which is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy; the execution of such policy is the responsibility of the City Manager appointed by the Commission.

In evaluating how to define the government, for financial reporting purposes, the City has considered all potential component units. The definition of the reporting entity is based primarily on the notion of financial accountability. A primary government is financially accountable for the organizations that make up its legal entity. It is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's governing body, and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the primary government. A primary government may also be financially accountable for governmental organizations that are fiscally dependent on it.

A primary government has the ability to impose its will on an organization if it can significantly influence the programs, projects or activities of, or the level of services performed or provided by, the organization. A financial benefit or burden relationship exists if the primary government (a) is entitled to the organizations' resources; (b) is legally obligated or has otherwise assumed the obligation to finance the deficits of, or provide financial support to, the organization; or (c) is obligated in some manner for the debt of the organization. Additionally, the primary government has operational responsibility for the component unit. In applying the above criteria, the City has one blended component unit as follows:

The City of Ocoee created the Community Redevelopment Agency (CRA) in May of 2006. This is a dependent taxing district established in accordance with Chapter 163, Part III, Florida Statutes. Notification to affected taxing agency was done in compliance with Chapter 163.346, Part III, Florida Statutes. The incremental annual increase in tax over the base years will be used to fund projects designed to enhance and improve the described area. The purpose of the CRA is to utilize appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas in designated areas within the City. Areas within the CRA are to be redeveloped as an economically sustainable and attractive mixed-use area offering a high quality local destination in a manner that promotes a positive image for the City.

The Ocoee Community Redevelopment Plan was adopted in Resolution No. 2006-007 by Ocoee City Commission to govern the use of these resources. The CRA is governed by a board of seven - the five members of the Ocoee City Commission and two individuals appointed by the City Commission. One of the appointed individuals is nominated by Orange County. The adoption of Ordinance No. 2006-012 established the Redevelopment Trust Fund to account for all transactions generated by activity in the CRA. The Community Redevelopment Agency serves to renew economic interest and improve commercial diversity and viability to Ocoee's redevelopment area known as 50 West and includes the State Road 50 corridor and surrounding area. The City approves the budget, provides funding and performs all accounting functions for the CRA. The CRA's services are provided exclusively to the City.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements; however, interfund services provided and used are not eliminated. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues.*

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting,* as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The government reports the following funds:

Major Governmental Funds
General Fund - the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Road Impact Special Revenue Fund - accounts for road impact fees collected from new developments which are restricted for use for planning, acquisition, expansion and development of improvements to the road system.

2017 Capital Projects Fund - accounts for the resources to finance the Capital Improvements to the downtown area of the City. Some of the planned projects are City Hall Relocation, Bluford Avenue Reconstruction, Lakeshore Center Expansion, Lakefront Park Improvements, and the reconstruction of various downtown streets.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Nonmajor Governmental Funds
Special Revenue Funds - account for specific revenue sources that are legally restricted or committed to expenditures for specific purposes other than debt service or capital projects.

Debt Service Funds - account for the accumulation of resources for the payment of principal and interest on certain long-term debt.

Capital Projects Funds - account for financial resources segregated for the acquisition or construction of major capital facilities.

Major Proprietary Funds
Water and Wastewater Utility Fund - used to account for the operations of the City's water and wastewater systems, which are financed in a manner similar to private business enterprises, where the costs, including depreciation, of providing services to the general public on an ongoing basis are financed primarily through user charges.

Stormwater Utility Fund - accounts for the operation and maintenance of the City's stormwater system and payment of related debt.

Solid Waste Utility Fund - accounts for the operation and maintenance of the City's solid waste collection and disposal system.

Other Fund Types
Pension Trust Funds - account for activities of police officers, firefighters and general employees' retirement plans which accumulate resources for pension benefit payments to qualified employees.

Internal Services Fund - accounts for self-insurance activities of the City.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are other charges between the City's water and wastewater function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance
Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's Water and Wastewater Utility, Solid Waste, and Stormwater Utility funds are charges to customers for sales and services. The City also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deposits and Investments
The government's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments of the City are reported at fair value within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*, except for the position in the Florida State Board of Administration's Investment Pool (LGIP). In accordance with state law, the LGIP operates in conformity with all the requirements of the Securities and Exchange Commission's (SEC) Rule 2a7 as promulgated under the Investment Company Act of 1940, as amended. Accordingly, the LGIP's qualify as 2a7-like pools and are reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method. The Florida State Board of Administration is subject to regulatory oversight by the State of Florida, although it is not registered with the SEC. The City's investments consist of investments authorized per the investment policy adopted in accordance with Section 218.415, Florida Statutes.

Receivables and Payables
Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

Advances between funds, as reported in the fund financial statements, are offset by a non-spendable fund balance account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All receivables are shown net of an allowance for uncollectibles. The County bills and collects property taxes and remits them to the City. City property tax revenues are recognized when levied to the extent that they result in current receivables.

All property is reassessed according to its fair value on the lien date, or January 1 of each year. Taxes are levied on October 1 of each year. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, and 1% in the month of February. The taxes paid in March are without discount. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. On or around May 31 following the tax year, certificates are sold for all delinquent taxes on real property.

Inventories and Prepaid Items
All inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. These are recorded as expenditures when consumed rather than when purchased.

Restricted assets
Certain proceeds of the City's enterprise fund revenue bonds, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because they are maintained in separate bank accounts and their use is limited by applicable bond covenants. Assets so designated are identified as restricted assets on the balance sheet.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital assets
Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment of the City are depreciated using the straight line method over the following estimated useful lives:

Assets	Years
Buildings	10-30
Improvements	20-40
Infrastructure	30-50
Intangible Assets	5-10
Equipment	5-10

Compensated absences
It is the City's policy to permit employees to accumulate earned but unused personal leave benefits. Since the City's policy is to pay accumulated personal leave when employees separate from service, all personal leave is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. For governmental funds, compensated absences, other post-employment benefits and net pension liability are generally liquidated by the General Fund.

Long-term obligations
In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

Deferred outflows/inflows of resources
In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category. The deferred charge on refunding and deferred outflows of pension and OPEB earnings reported in the enterprise and government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has one item that qualifies for reporting in this category, deferred inflows of pension and OPEB earnings.

Net position flow assumptions
Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund balance flow assumptions
Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted first before using any of the components of unrestricted fund balance. Further when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies
Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Commission is the highest level of decision making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classifications are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The Commission has the responsibility for assigning fund balance. The commission may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

New GASB Statements Implemented

In fiscal year 2020, the City implemented GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. This pronouncement provides temporary relief to governments and other stakeholders in light of the COVID-19 pandemic by postponing the effective dates of provisions in certain other statements. There was no effect on beginning balances of the City for the implementation of this statement.

NOTE 2 RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Explanation of Certain Differences Between the Governmental Fund Balance Sheet and the Government-Wide Statement of Net Position

The governmental fund balance sheet includes a reconciliation between *fund balance - total governmental funds* and *net position-governmental activities* as reported in the government-wide statement of net position. One element of that reconciliation explains that "long-term liabilities are not due and payable in the current period and therefore are not reported in the funds." The details of this difference are as follows:

Notes Payable	$	3,527,000
Bonds Payable		36,675,000
Premium on Bonds Payable		2,785,389
Capital Leases Payable		2,386,421
Other Post Employment Benefits		3,130,125
Compensated Absences		2,460,891
Net Pension Liability		7,142,225
Accrued Interest Payable		42,889
Net Adjustment to Reduce Fund Balance - total governmental funds to arrive at net position - governmental activities	$	58,149,940

Explanation of Certain Differences Between the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances and the Government-Wide Statement of Activities

The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between *net changes in fund balances - total governmental funds* and *changes in net position of governmental activities* as reported in the government-wide statement of activities. One element of that reconciliation explains "Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense." The details of this difference are as follows:

Capital Outlay	$	7,067,880
Depreciation Expense		(6,137,622)
Net Adjustment to Decrease Net Changes in Fund Balances - total governmental funds to arrive at changes in net position of governmental activities	$	930,258

PROPOSED AGREEMENT FOR AUDITING SERVICES

This agreement is entered into this ____ day of _____, 2022 between the **City of Ocoee**, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and_____, a firm of Certified Public Accountants registered and licensed in the State of Florida, hereinafter referred to as the "Auditors".

WITNESSETH:

That for and in consideration of the mutual performance of the terms and conditions herein, both parties agree, as follows:

SECTION 1: PURPOSE AND SCOPE OF THE ENGAGEMENT

1. Except as set forth in Section 8 hereof, the audit will be performed as indicated in Request for Proposals "RFP" #22-003 and addenda, "Exhibit A", and will encompass the City's financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information (collectively the "financial statements") as of and for the fiscal year ended September 30, 2022, September 30, 2023, and September 30, 2024, and shall be accomplished in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act of 1996, the provisions of uniform guidance and the provisions of Section 11.45, *Florida Statutes*. The Auditors shall utilize the guidance provided in the AICPA audit guide, *Audits of State and Local Governments*. The Auditors shall also consider any specific grant, bond or other legal covenant or requirement in performing the audit. The objective of an audit is the expression of opinions concerning whether the financial statements present fairly, in all material respects, the financial position of the City and the results of its operations and cash flows of its Proprietary Funds in conformity with accounting principles generally accepted in the United States of America.

   As part of the audit, the Auditors shall consider the City's internal controls over financial transactions and assess control risk, as required by auditing standards generally accepted in the United States of America, for the purpose of establishing a basis for determining the nature, timing, and extent of auditing procedures necessary for expressing the Auditor's opinion concerning the financial statements. The Auditors shall also consider and test the City's internal control policies and procedures used in administering federal financial assistance programs. The management of the City is responsible for establishing and maintaining internal controls. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs for internal control policies and procedures. The objectives of internal controls are to provide City management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with City

management's authorization and recorded properly to permit the preparation of financial statements in accordance with accounting principles generally accepted in the United States of America. Because of the inherent limitation in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of internal controls to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

As required by Government Auditing Standards, the Auditors shall prepare a separate written report on their understanding of the City's internal controls. The report shall include, but is not limited to: (1) the scope of the Auditors' work in obtaining and understanding of the internal controls and in assessing the control risk, (2) the City's significant internal controls including the controls established to ensure compliance with laws and regulations that have a material impact on the general purpose financial statements, (3) the reportable conditions, including the identification of material weakness, identified as a result of their work in understanding and assessing control risk and (4) all other matters normally included in a financial audit as defined by Section 11.45(1)(c), *Florida Statutes.*

The audit shall include, but not be limited to, procedures designed to provide reasonable, rather than absolute, assurance of detecting errors and irregularities that are material to the financial statements. The Auditors shall inform the City with respect to illegal acts or material errors or irregularities that come to their attention during the course of the audit.

Compliance with the laws and regulations, contracts, and grants applicable to the City is the responsibility of the City's management. As part of obtaining assurance about whether the financial statements are free of material misstatement, the Auditors shall perform tests of the City's compliance with certain provisions of laws, regulations, contracts, grants and other matters.

As required by uniform guidance and the Florida Single Audit Act, the Auditors shall consider and test the City's internal control policies and procedures used in administering Federal and State award programs. Based on this consideration and these tests, the Auditors shall assess risk and determine the nature, timing, and extent of testing compliance with requirements that, if not complied with, could have a material effect on a major Federal or State award program. However, tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in the Auditors report on internal control pursuant to uniform guidance.

In addition, the Auditors shall prepare a separate written Management Letter as defined by Section 11.45(1)(f), *Florida Statutes*, defined in Chapter 10.550, *Rules of the Auditor General.* A draft of the management letter shall be discussed with the City Manager or his designee before its issuance in its final form.

At the conclusion of each engagement, the City's management shall provide to the

Auditors a representation letter that, among other things, shall confirm management's responsibility for the preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America, the availability of financial records and related data, the completeness and availability of all minutes of City Commission meetings, and the absence of irregularities involving management of those employees who have significant roles relating to internal controls.

2. The Auditors shall assist and review the Comprehensive Annual Financial Report at the request of Management.

3. The Auditors shall be available to attend such public meetings as may be necessary for discussion of the final audit report.

4. The Auditors shall perform a substantial portion of the audit on City premises. The City shall furnish reasonable adequate working space that is well lighted, reasonable comfortable and proximate to accounting and accounting records.

5. The Auditors shall provide all equipment, materials, supplies and personnel services to perform the audit.

SECTION 2: AUDIT STANDARDS AND PROCEDURES

1. The Audit shall be performed by personnel outlined in the firm's response to Request for Proposals (RFP) #22-003, "Exhibit B". Any changes in senior level personnel from those identified in the proposal must be approved by the City's Finance Director.

2. The Auditors may reasonably utilize the City's staff to perform work of an assisting (data gathering) nature, consistent with auditing standards generally accepted in the United States of America, and whenever qualified City employees are reasonably available. This shall be coordinated with the Finance Director or designee.

3. The Auditors agree that the City and the Auditors are subject to the public records laws of the State of Florida with regard to records that are, in fact, public records. Public records, as defined by State law, shall be subject to said laws, but not records that are not public records. The Auditors shall be entitled to rely upon and assert all provisions of the State's public records laws relating to exemptions and confidentiality of records. The Auditors may be subject to the Public Records Laws only with regard to certain records in that all records. The Auditors assert that work papers for this Agreement are the property of the Auditors and constitute confidential information. Such work papers shall be maintained for a minimum of three (3) years after the date of a completed audit or as may otherwise be required by law. In addition to public records being subject to the provision of the State's public records laws, the Auditors may fully interact with other agencies of government in accomplishing the audit.

4. The Auditors shall not assign, sublet or otherwise dispose of, without first obtaining written consent of the City's Finance Director, the services to be performed pursuant to this Agreement, or any portion thereof.

5. All work and reports performed and submitted by Auditors pursuant to this Agreement shall be in accordance with applicable State and Federal laws, rules and regulations.

6. The City shall reasonably make available to the Auditors any and all financial records, books, supporting documents, City Commission minutes, policies, contracts, agreements, budgets, personnel assistance and any other records or requests as may be mutually considered necessary in the conduct of the aforesaid audit related services.

7. The Auditors shall coordinate with the City's Finance Director for the purpose of arranging an exit conference at the conclusion of the audit of the City and conduct said conference with the City Manager or his designee. A draft copy of all reports shall be provided by the Auditors to the Finance Director for inspection prior to the said audit exit conference meeting.

8. The Auditors shall keep adequate records and supporting documentation applicable to this Agreement. Said records and documentation shall be retained by the Auditors for a minimum of three (3) years from the issuance of the audit to the City Commission.

9. In order to properly serve the public interest, if the Auditors, in the course of their audit examination, should discover evidence pointing to a nonfeasance, malfeasance or misfeasance on the part of any officer or employee of the City or its agencies, the Auditors shall immediately give notice thereto to the City Manager unless the City Manager is the subject of the inquiry, in which case the notice shall be given to the Mayor and City Commission.

10. Audit Requirements for Fiscal Year September 30, 2022, September 30, 2023, and September 30, 2024 shall commence upon execution of this Agreement by both parties.

11. During the performance of this Agreement, the Auditors shall maintain in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 and shall not on the grounds of race, color, national origin, religion, sex, age, disability, or marital status, discriminate in any form or manner against said Auditors' employees or applicants for employment. Auditors understand and agree that this Agreement is conditioned upon the veracity of this statement of assurance. The Auditors shall comply with Title VI of the Civil Rights Act of 1964 when Federal grants are involved. Other applicable Federal and State Laws, executive orders, rules and regulations prohibiting discrimination as hereinabove referenced are included by this reference hereto, to include Vietnam era veterans within its protective range of applicability.

12. This Agreement shall be governed by the laws of the State of Florida. Venue for any actions arising out of the Agreement will lie in Orange County, Florida.

SECTION 3: FEES AND TERMS OF PAYMENT

1. The City shall pay the Auditors the total fee based on the firm's proposal submitted for RFP #22-003, "Exhibit B", for the audit of fiscal year ending September 30, 2022, September 30, 2023, and September 30, 2024. The parties hereto recognize that the firm's response to the RFP was based on a multi-year contract and that this contract is being executed for three (3) years; renewal options for (2) one-year renewal periods may be negotiated. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The parties hereto agree that the total fee for the services set forth herein shall be as set forth on Exhibit "B" attached hereto and that said Exhibit "B:" shall control in the event of any conflict with the firm's proposal submitted in response to the RFP.

2. The Auditors will render interim billings as work progresses and the City agrees to pay the interim billings within 30 (thirty) days after receipt. Interim payments shall be determined by the percentage of work completed at the time an invoice is submitted.

3. The City shall pay the final billing within thirty (30) days after all the following conditions have been met:

    a. Auditors have rendered their signed Independent Accountant's Report and applicable Internal Control and Compliance reports

    b. Auditors have rendered the final Management Recommendation Letter

    c. Auditors have submitted the Comprehensive Annual Report Financial Report in "printer's proof" format;

    d. Auditors have provided the requisite copies of the Comprehensive Annual Financial Report.

    e. All requested City Commission meetings and staff conferences have been completed.

4. The Auditors shall comply with all applicable labor laws regarding employment and pay of its employees. 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.

5. Compensation payable pursuant to Section 4 and any amendments to this Agreement may be withheld if the final audit report does not meet the requirements of Section 11.45, *Florida Statutes,* and/or any other State or Federal laws, rules and regulations applicable to said audits. Compensation may be withheld until all discrepancies are corrected and conform to above requirements.

SECTION 4: ADDITIONAL SERVICES

1. The Auditors are not required to render any information or services to employees of the City or to make any studies or investigations at the request of any individual, except herein provided for. However, the Auditors shall reasonably interact with and provide information to the Mayor, the City Commissioners and City staff. The Auditors shall respond to such incidental inquiries without additional charges to the City. If, in the Auditors' reasonable judgment, the level of time for such inquiries becomes substantial, the Auditors will notify the City Manager.

2. The City may, from time to time, desire the Auditor to change or increase the scope of work. This may include the addition of records and procedures in its audit program. Such requests for additional work will be submitted in writing to the Auditor by the Finance Director for consideration for approval by the City Commission. The Auditor will be compensated based on a negotiated hourly billing rate at the time of the approval. Additional services will be billed to the City separately.

3. The Auditors shall notify the City's Finance Director of any comments received from the Auditor General of the State of Florida regarding any deficiencies noted in the reports of the City.

4. The Auditors shall disclose any findings disclosed in Peer Review reports regarding the audit of the City.

5. The Auditors shall perform a full scope audit of the City, which includes an audit of the financial statements and compliance as required by Governmental Auditing Standards. Throughout the term of this Agreement, if significant increases or decreases in the required scope of the audit are necessary due to changes in regulatory or other authoritative pronouncements, the impact of these changes will be discussed to arrive at a new fee estimate. However, if changes occur that do not significantly affect those procedures normally performed under as full scope audit; no change in the fee will be necessary.

SECTION 5: INSURANCE

Prior to commencement and until termination of work for or on behalf of the City, the Auditors shall procure and maintain insurance of the types and to the limits specified in RFP #22-003.

The term "City" as used in this section of the Agreement is defined to mean the City of Ocoee itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

SECTION 6: FORCE MAJEURE

Auditor shall not be liable for any failures or delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions due to fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

SECTION 7: INDEMNITY

Each party ("Indemnifying Party") shall indemnify and hold harmless the other ("Indemnified Party") from any and all claims, suits, actions, liabilities and reasonable defense costs, in each case solely for bodily injury to individuals and physical damage to tangible property to the extent directly and proximately caused by the acts or omissions of the Indemnifying Party while the Auditor is engaged in the performance of services under this Contract; provided however, that if there is also fault on the part of the Indemnified Party, the forgoing indemnity shall be on a comparative fault basis, and provided further, however, that the City's obligation hereunder shall only exist to the extent permissibly by law and to the extent set forth in Section 768.28, *Florida Statutes*. As a condition to the foregoing indemnity obligations of the Indemnifying Party, the Indemnified Party shall provide with the Indemnifying Party with reasonable prompt notice of any claim for which indemnification may be sought hereunder and shall cooperate with the Indemnifying Party in connection with such claims. The Indemnifying Party shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing; provided, however, that the Indemnifying Party shall have no authority to admit liability on behalf of the Indemnified Party; and provided further, however, that the Indemnifying Party shall not be entitled to control the handling of any such claim against the Indemnified Party if the Indemnified Party asserts that there is also fault on the part of the Indemnified Party. The provisions of this Section are solely for the benefit of the parties hereto and not intended to grant any rights, contractual or otherwise to any other person or entity.

Because of the importance of the City's management's representations, the City agrees to release and indemnify Auditor and its personnel form all claims liabilities and expenses relating to its services under this Agreement attributable to any material misrepresentation by City management to the extent and limits permitted by law.

SECTION 8: CONTRACT PERIOD

This Agreement covers the City's fiscal years ending September 30, 2022, September 30, 2023, and September 30, 2024. Notwithstanding any provision contained in the RFP, it is agreed that the Agreement covers the audits for the fiscal year ending September 30, 2022, September 30, 2023, and September 30, 2024; renewal options for (2) one-year renewal periods may be negotiated. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement.

SECTION 9: TERMINATION

This Agreement may be terminated at will by the City at any time by giving thirty (30) days written notice thereof. In the event of such termination, the City shall pay the Auditors for the reasonable value of services rendered and expenses incurred by the Auditors, up to the effective date of such termination. The Auditors may only terminate this Agreement for cause.

Disputes arising under this Agreement (including, but not limited to, scope, nature and quality of services to be performed by the Auditor, the Auditors' fees and other terms of engagement) shall be submitted to mediation. A competent, and impartial third party, acceptable to both parties, shall be appointed to mediate and each disputing party shall pay in equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this Agreement until at least sixty (60) days after the mediator's first meeting with the involved parties. In the event that the dispute is required to litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process.

SECTION 10: AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Auditors shall comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 11: WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the City of any payment to the Auditors constitute or be construed as a waiver by the City of any breach of covenant or any default which may then exist, on the part of the Auditors, and the making of such payment by the City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default.

SECTION 12: NON-ASSIGNABILITY

Neither party shall assign and Agreement without the prior written consent of the other party.

SECTION 13: HEADINGS

All articles and descriptive headings of sections in this Agreement are inserted for convenience only and shall affect the construction or interpretation hereof.

SECTION 14: NOTICES

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For City:
Finance Director
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761
(407)905-3190

For Auditors:

_____
_____
_____

(b) Either of the parties may change, by written notice as provided herein, the address or person for receipt of notice.

SECTION 15: CONFLICT OF INTEREST

The Auditors agrees that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

SECTION 16: SEVERABILITY OF INVALID PROVISIONS

If any one (1) or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 17: TIME OF THE ESSENCE

Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

SECTION 18: APPLICABLE LAW

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

SECTION 19: BINDING EFFECT

Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

SECTION 20: CHOICE OF LAW AND VENUE

Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in the Circuit Court for the 9th Judicial Circuit of Florida for Orange County, Florida.

SECTION 21: CONSTRUCTION OR INTERPRETATION OF THE AGREEMENT

This Agreement is the result of *bona fide* arms length negotiations between the City and the Auditors and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

_____
Print Name_____

_____
Print Name_____

FIRM:_____

By:_____
Name:_____
Title_____

(Company Seal)

APPROVED:

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

CITY OF OCOEE, FLORIDA,
a Florida municipal corporation

_____,
Rusty Johnson, Mayor

DATE:_____

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2022.

SHUFFIELD, LOWMAN & WILSON, P.A.

By:_____
Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2022,
UNDER AGENDA ITEM NO. _____.

EXHIBIT A

RFP #22-003 and ADDENDA

(see attached)

EXHIBIT B

FIRM'S PROPOSAL TO RFP #22-003

(see attached)

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 24, 2022

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFP #22-003
AUDITING SERVICES

This addendum shall modify and become a part of the original RFP documents for Auditing Services. This addendum consists of one (1) page. Respondents shall acknowledge receipt of this addendum in the space provided on Page 17 of the RFP. Failure to do so may subject the Respondent to disqualification.

Answers to questions received and/or amendments to the RFQ documents are as follows:

Q1. How many staff would be onsite during fieldwork and approximately how many weeks?

A1. The number of staff and hours needed will depend upon the audit plan.

Q2. Will the auditor prepare the separately issued financials for the CRA audit?

A2. No.

Q3. What were the fees for the prior 2 years for each of the financial audit, single audit and CRA audit?

A3.

	2019	2020
Audit	32,480	30,000
CRA Audit		5,000
Single Audit	4,500	-

Q4. Does the City anticipate any findings for 9/30/21 audit? If so, what type of findings?

A4. We do not anticipate any audit findings.

Joyce Tolbert
Joyce Tolbert, CPPB
Procurement Manager
cc: Evaluation Committee

Mayor
Rusty Johnson

City Manager
Robert Frank

Commissioners
Larry Brinson, Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

March 1, 2022

ADDENDUM NO. TWO (2)
CITY OF OCOEE
RFP #22-003
AUDITING SERVICES

This addendum shall modify and become a part of the original RFP documents for Auditing Services. This addendum consists of two (2) pages. Respondents shall acknowledge receipt of this addendum in the space provided on Page 17 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. Will the General Employees Pension Plan and the Police and Fire Pension Plan continue to engage other independent auditors and issue stand-alone financial statements of each plan, as presented to the respective Pension Boards?

A1. Yes.

Q2. While the prior auditors did not make reference to "other auditors" in their auditor's reports in relation to these other Pension Plan audits, as noted in the questions above, was the audit work and reports of the "other auditors" made available to City Auditors in an effort to reduce the duplication of audit effort/procedures (and likewise audit costs)? If so, to what extent was the "other auditors" work made available?

A2. The Current auditors requested copies of the actuarial reports only.

Q3. Is the City anticipating any significant accounting software conversions in the next two years?

A3. No.

Q4. Aside from funding received under CARES and ARPA, does the City anticipate any significant new major funding sources or significant changes to current funding sources in the next year?

A4. No.

Q5. Does the City anticipate any significant changes in finance/accounting personnel in the next year?

A5. The Finance Manager and Chief Accountant will be replaced in the next several weeks. However, the Director will remain.

Joyce Tolbert
Joyce Tolbert, CPPB
Procurement Manager

cc: Evaluation Committee

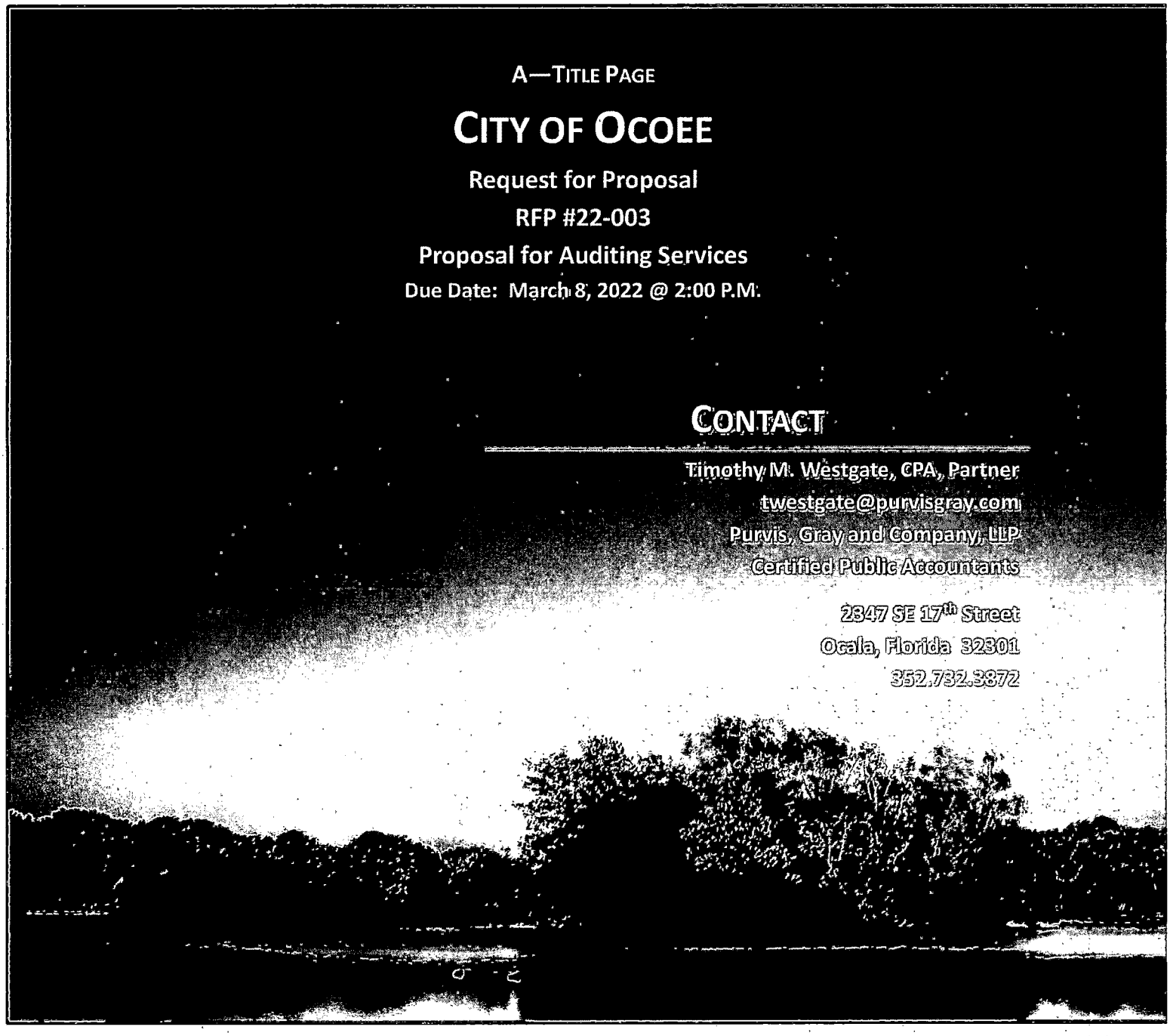
EXHIBIT B

FIRM'S PROPOSAL TO RFP #22-003

(see attached)

PURVIS GRAY

CERTIFIED PUBLIC ACCOUNTANTS



A—TITLE PAGE

CITY OF OCOEE

Request for Proposal

RFP #22-003

Proposal for Auditing Services

Due Date: March 8, 2022 @ 2:00 P.M.

CONTACT

Timothy M. Westgate, CPA, Partner
twestgate@purvisgray.com
Purvis, Gray and Company, LLP
Certified Public Accountants

2847 SE 17th Street
Ocala, Florida 32301
352.732.3872

Gainesville | *Ocala* | *Tallahassee* | *Sarasota* | *Orlando* | *Lakeland*

purvisgray.com

B—Table of Contents

Working Papers Acknowledgement

Purvis, Gray and Company, LLP agrees that all the City's working papers and reports will be retained, at our expense, for a minimum of five years after release of the audit. We understand that the City will notify us, in writing, if the City needs to extend the retention period.

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City of Ocoee, Florida
Attention: Audit Selection Committee
Ocoee, Florida

C—Transmittal Letter

We appreciate the opportunity to present Purvis, Gray and Company, LLP (Purvis Gray) to your Audit Selection Committee and would take great pride in being selected to serve as your auditors for the City of Ocoee, Florida (the City).

1—Understanding the Scope of Services

We have received your request for *Auditing Services* for the years ending September 30, 2022 through 2024, with renewal options for 2 one-year renewal periods. **We understand the scope of services to be performed, and we give you our express commitment to meet or exceed the performance specifications and time requirements stated in the Scope of Services, pages 18 through 20, in your RFP.** Our proposal is submitted in good faith without collusion or fraud.

2—Representations for the Firm

Your audit will be conducted from our Ocala office and your point of contact is listed below:

Mr. Timothy M. Westgate, CPA
Audit Partner
2347 SE 17th Street
Ocala, Florida 34471
352.732.3872
twestgate@purvisgray.com

3—State-Wide CPA Firm

Purvis Gray is a **state-wide CPA firm** employing over 100 professionals and support staff in our Ocala, Gainesville, Tallahassee, Sarasota, Orlando, and Lakeland offices. We have recently announced the addition of our seventh office, soon to be opened in Tampa, Florida. Our multiple office locations throughout the state are the result of **organic growth** from within the firm, without merger or acquisition, which we attribute to our pursuit of **technical excellence and superior client service**. Our Florida based focus allows us the best position to know the operating environment and communities of our audit clients. We celebrated our 75th anniversary last year, and we have audited and advised Florida local governments almost since our inception in 1946.

4—Local Office

The City's audit would be conducted primarily out of our Ocala office with assistance from our other offices, as needed. Purvis Gray operates on a departmental basis rather than an office basis. All of the firm's resources are available to all of the firm's clients and are utilized in that fashion to provide the best possible service. This ensures that we draw upon the knowledge of our specialists in the governmental field, as well as the full resources of the entire team. Our audit staff consists of a total of 8 partners, 6 directors, 7 managers, and 20 professional staff. Also, as a member of BDO Alliance USA, we are able to provide our clients with access to the technical resources and manpower of the fifth largest accounting firm in the world, combined with our hands-on local service and knowledge.

City of Ocoee, Florida
Attention: Audit Selection Committee
Ocoee, Florida

Our People

The best part of Purvis Gray is our people. The individuals comprising your audit team have chosen careers in governmental auditing and are committed to our governmental clients and their industry. You will not have to train our auditors; we do not randomly rotate staff, and **you will regularly see partners, directors, and managers in the field, which is a hallmark of our service that sets us apart from other firms that often provide only inexperienced staff with little or no manager or partner participation. We believe that the in-depth knowledge and experience of the individuals actually in the field performing your audit fieldwork will result in a superior audit product for the City.**

Understanding Information Technology (IT) Risks

One of the prominent business risks affecting governmental entities today is information technology. Cyber security over the very financial systems that we audit is a major focus of the City and Purvis Gray. Mr. Michael Sandstrum, the IT Director assigned to your engagement, has many years of experience auditing information systems, and maintains the CPA, CISA, CISM, CITP, and CGMA certifications. **Michael's extensive experience in accounting, auditing, IT auditing, and security management is paramount in understanding and evaluating the City's IT environment and risks** as a part of our financial audit of the City.

Governmental Audit Experience

We have considerable experience serving local governmental entities throughout the state of Florida since 1946. **We are currently providing auditing services to twenty-seven Florida municipalities (most of which operate water and wastewater utilities), six Florida counties, nine Florida school boards, five rural electric cooperatives, and many other governmental special districts and non-profit organizations. We believe our combined experience serving municipalities and utilities is unmatched in Florida.** Most of our governmental audits include **Federal and State Single Audits**, so we stay up to date on the latest changes from both the federal and state sources, including the recent **Uniform Guidance**. We have audited hundreds of different **federal and state grant programs**, including all of the state and federal agencies that fund the City's programs.

Member of BDO Alliance USA

We are an independent member of the **BDO Alliance USA**, a national association of independently owned accounting and consulting firms that partner with BDO, a nationally recognized CPA firm, to provide us access to additional national resources for the benefit of our clients. By supplementing our services, the **BDO Alliance USA** allows us to:

- **Enhance** our **client services** and broaden our capabilities overall.
- Gain **greater technical knowledge** in specialty areas with the depth of resources available to international firms.
- Utilize other **nationwide professionals** with experience in governmental and other industries.

Authorization to Represent the Firm

Timothy M. Westgate, CPA will be the partner in charge of the City's audit and is authorized to represent the firm in this matter.

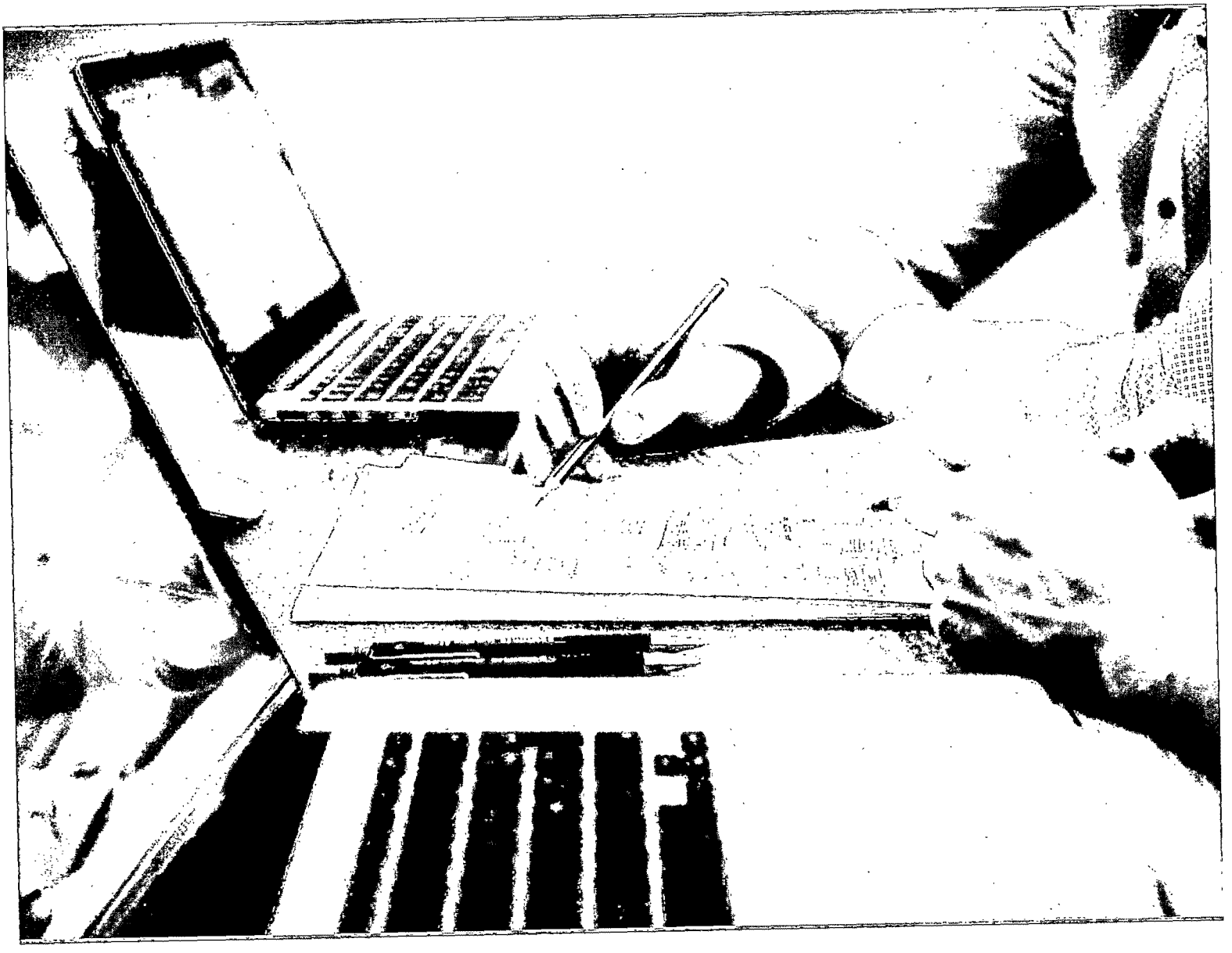
Respectfully Submitted,

PURVIS, GRAY AND COMPANY, LLP

Timothy M. Westgate, CPA, Audit Partner

TMW/asb

D—MANDATORY ELEMENTS

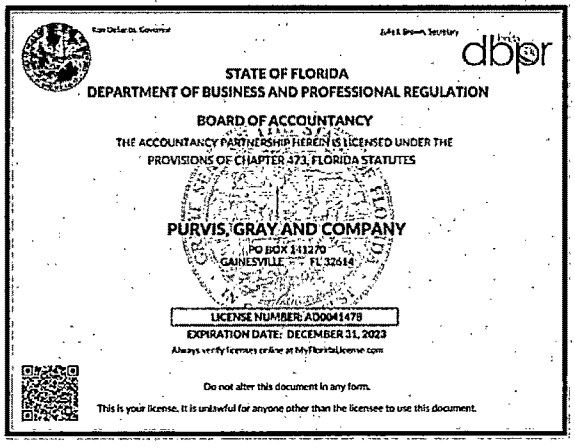


D—MANDATORY ELEMENTS

1—License to Practice in Florida

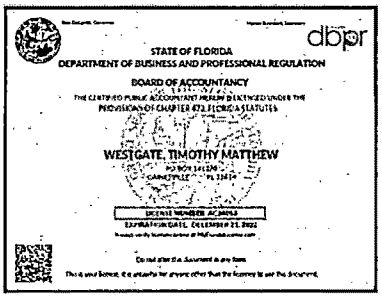
Firm Current License

We are properly licensed and registered for public practice in the State of Florida, and our professional staff are properly licensed and registered to practice as certified public accountants in the State of Florida or are "exam-eligible". A copy of our firm license to practice in Florida is shown below:

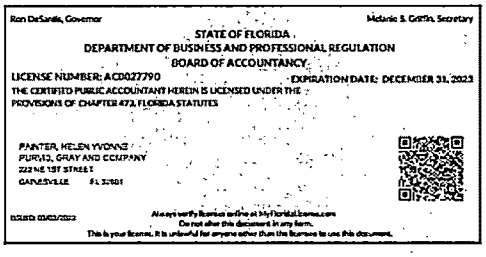


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY
THE ACCOUNTANCY PARTNERSHIP HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES
PURVIS, GRAY AND COMPANY
PO BOX 141270
GAINESVILLE FL 32614
LICENSE NUMBER: AD0041478
EXPIRATION DATE: DECEMBER 31, 2023
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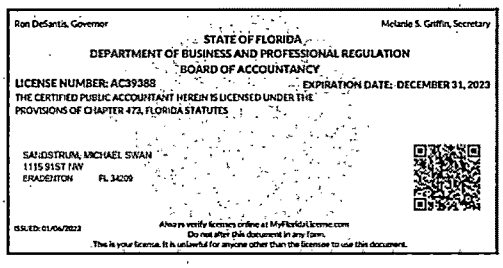
Audit Team Members Current CPA Licenses



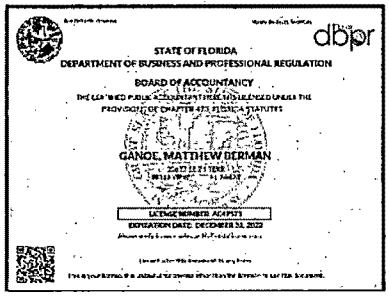
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY
WESTGATE, TIMOTHY MATTHEW



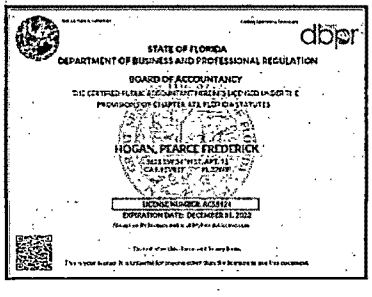
Ron DeSantis, Governor
Melanie S. Griffin, Secretary
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY
LICENSE NUMBER: AC0027790
EXPIRATION DATE: DECEMBER 31, 2023
THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES
PAINTER, HELEN YVONNE
PURVIS, GRAY AND COMPANY
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GAINESVILLE FL 32601
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary
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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY
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BRADENTON FL 34209
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY
GANOE, MATTHEW BERMAN



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY
HOGAN, PEARCE FREDERICK

D—MANDATORY ELEMENTS

Public Entity Crime Statement

Purvis Gray affirms that neither the firm nor any person associated with the firm who will work on this engagement has been placed on the convicted vendor list as defined by Florida Statute Section 287.017.

Employment Eligibility Verification

If we are selected as your auditors, we will comply with utilizing the U.S. Department of Homeland Security's Employment Verification Program (E-Verify) to verify the employment eligibility of our employees performing the work directly associated with the Agreement in your request for proposal, in accordance with the terms and conditions applicable to the E-Verify Program.

E—Firm's Qualifications



E—FIRM'S QUALIFICATIONS

1—References

CITY OF ST. CLOUD, FLORIDA

Ms. Wendy Callazo, Director of Finance
1300 9th Street
St. Cloud, Florida 34769

(407) 957-7311
Wendy.Callazo@stcloud.org

Date—September 30, 1979 to 2008; and 2012 to Present

Engagement Partner—Timothy M. Westgate, CPA

Engagement Senior Manager—Matthew B. Ganoe, CPA

Scope of Work—Audit of all City operations, including Single Audit of federal and state grant programs, and community redevelopment agency. Participates in the GFOA Certificate Program.

CITY OF OVIEDO, FLORIDA

Mr. Jerry Boop, CPA, CGFO, Director of Finance
400 Alexandria Blvd.
Oviedo, Florida 32765

(407) 971-5544
jboop@cityofoviedo.net

Date—September 30, 2019 to Present

Engagement Partner—Helen Y. Painter, CPA

Engagement Senior Manager—Matthew B. Ganoe, CPA

Scope of Work—Audit of all City operations, including Single Audit of federal grant programs. Participates in the GFOA Certificate Program.

CITY OF DELTONA, FLORIDA

Ms. Mari Leisen, Finance Director
2345 Providence Blvd.
Deltona, Florida 32725

(352) 789-7230
MLeisen@deltonafl.gov

Date—September 30, 1995 to Present

Engagement Partner—Timothy M. Westgate, CPA

Scope of Work—Audit of all City operations, including Single Audit of federal and state grant programs, defined benefit pension plans, and a Community Redevelopment Agency. Participates in the GFOA Certificate Program.

E—FIRM'S QUALIFICATIONS

CITY OF OCALA, FLORIDA

Mr. Emory Roberts, Jr., Director of Finance
110 S.E. Watula Avenue, 3rd Floor
Ocala, Florida 34471

(352) 629-8229
eroberts@ocalafl.org

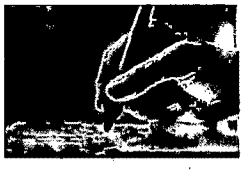
Date—September 30, 2000 to Present

Engagement Partners— Timothy M. Westgate, CPA, and Mark A. White, CPA

Engagement Senior Manager—Matthew B. Ganoe, CPA

Scope of Work—Audit of all City operations, including Single Audit of federal and state grant programs, three defined benefit pension plans, and a Community Redevelopment Agency. Participates in the GFOA Certificate Program.

2—Training Programs



Client accounting staff are invited to attend our continuing education classes; full-day sessions are usually scheduled in January and October of each year at no cost. Our classes are usually held at our Ocala office and/or offered remotely. In addition, through our membership in the BDO alliance, our clients can also access courses provided by BDO at no cost.

As members of the Government Audit Quality Center of the AICPA, each CPA is required to obtain eighty hours of continuing professional education every two years. The continuing professional education material is presented by nationally prominent accounting professors and other individuals who have thorough knowledge of auditing local governments. ***Your audit team members are in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), Government Auditing Standards. Beginning on page 25, your audit team members' résumés provide more specific listings of their continuing education.***

Our partners, directors, managers, and senior staff members also attend annual conferences sponsored by the FSFOA, RUS, FECA, FGFOA, FMEA/FMPA, and FACC where they attend and teach continuing education classes that deal with new GASB and FASB pronouncements, current issues in Florida law, and other similar topics.

E—FIRM'S QUALIFICATIONS

Members of the audit team assigned to the City's audit have attended numerous courses on governmental auditing and have participated in audits of numerous cities, counties, school boards, and other utilities. *In addition, all of our Audit Department personnel are in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), Government Auditing Standards.* The following is a brief list of some of the governmental continuing education class topics that our partners and supervisory-level staff have recently taught:

- Auditing Update—Hot Topics for Fiscal Officers and Auditors
- The New Single Audit Requirements
- Debt-Accounting, Covenants, Compliance
- State-Shared and Local Option Revenues
- Governmental Compliance Auditing in Florida—Local Laws and Regulations
- Internal Controls for Managers
- The State Financial Emergency Law
- The New Pension Accounting Standards: A Game Changer!
- Understanding the New COSO Framework
- Internal Controls and Fraud and GASB Update
- The New Federal "Omni Circular" Effects on the Auditee and Auditor
- GASB Update
- Understanding the Statement of Cash Flows
- GASB 84 - Fiduciary Activities
- GASB 87 - Leases
- Grant Accounting and the Single Audit
- Understanding Your Power Cost Adjustment

3—Areas of Audit Experience

Governmental Experience

Audits we currently perform for governmental-type clients are listed below. These audits were conducted in accordance with *Government Auditing Standards* and Federal and State Single Audits were performed, when applicable. We have identified each entity, the local office of performance, and dates of service. **(ACFR)** Indicates inclusion of preparation of an Annual Comprehensive Financial Report in the engagement.

E—FIRM'S QUALIFICATIONS

Municipalities

- City of Alachua—(Gainesville)—2009 to Present—**(ACFR)**
- City of Atlantic Beach—(Gainesville)—2004 to Present
- City of Bartow—(Sarasota)—2008 to Present
- City of Belleview—(Ocala)—2007 to Present
- City of Bushnell—(Ocala)—1995 to Present—**(ACFR)**
- Town of Bronson—(Gainesville)—2006 to Present
- City of Cedar Key—(Gainesville)—1987 to Present
- City of Center Hill—(Ocala)—2021 to Present
- City of Crestview—(Tallahassee)—2021 to Present
- City of Dade City—(Gainesville)—2014 to Present
- City of Deltona—(Ocala)—1995 to Present—**(ACFR)**
- City of Eustis—(Ocala)—1998 to Present
- City of Fort Meade—(Sarasota)—1996 to Present
- City of Frostproof—(Lakeland)—2020 to Present
- City of Gainesville—(Gainesville)—2018 to Present—**(ACFR)**
- City of Jacksonville Beach—(Tallahassee)—1996 to Present—**(ACFR)**
- City of Kissimmee—(Ocala)—2016 to Present—**(ACFR)**
- City of Live Oak—(Tallahassee)—2012 to Present
- City of Mount Dora—(Gainesville)—2017 to Present—**(ACFR)**
- City of Newberry—(Gainesville)—2013 to Present—**(ACFR)**
- City of Neptune Beach—(Gainesville)—2013 to Present
- City of Ocala—(Ocala)—2000 to Present—**(ACFR)**
- Town of Orange Park—(Gainesville)—2014 to Present
- City of Oviedo—(Ocala)—2019 to Present—**(ACFR)**
- City of St. Cloud—(Ocala)—2012 to Present—**(ACFR)**
- City of Williston—(Ocala)—2010 to Present
- City of Winter Springs—(Lakeland/Gainesville)—2021 to Present—**(ACFR)**

Counties

- Alachua County—(Gainesville/Tallahassee)—2018 to Present—**(ACFR)**
- Bradford County—(Gainesville)—1994 to Present
- DeSoto County—(Sarasota)—2001 to Present
- Gadsden County—(Tallahassee/Gainesville)—2010 to Present
- Marion County—(Ocala)—2001 to Present—**(ACFR)**
- Nassau County—(Gainesville/Tallahassee)—2005 to Present—**(ACFR)**

Community Redevelopment Agencies (CRAs)

- City of Alachua
- City of Bartow
- City of Belleview
- City of Dade City
- City of Deltona
- City of Eustis
- City of Fort Meade
- City of Gainesville
- City of Jacksonville Beach
- City of Kissimmee
- City of Live Oak
- City of Ocala
- City of Ovideo
- City of Sarasota
- City of Williston

E—FIRM'S QUALIFICATIONS

School Boards

- Alachua County District School Board
- Charlotte County District School Board
- Citrus County District School Board
- Clay County School Board
- Hernando County School Board **(ACFR)**
- Lake County District School Board **(ACFR)**
- Leon County School Board
- Levy County District School Board
- Marion County School Board **(ACFR)**
- The Villages Charter School, Inc.

Water, Sewer, And Gas Utilities

- City of Alachua
- City of Atlantic Beach
- City of Bartow
- City of Belleview
- Town of Bronson
- City of Bushnell
- City of Cape Coral
- DeSoto County
- City of Deltona
- City of Eustis
- City of Fernandina Beach
- Florida Gas Utility, Gainesville
- City of Fort Meade
- Gainesville Regional Utilities
- City of Green Cove Springs
- Hernando County
- City of Jacksonville Beach
- City of Lake City
- City of Lake Wales
- Lehigh Acres Municipal Services Improvement District
- City of Live Oak
- City of Mount Dora
- Nassau County
- City of Neptune Beach
- City of Newberry
- North Sumter County Utility Dependent District
- City of Oviedo
- City of Ocala
- Peace River Manasota Regional Water Supply Authority
- City of Sarasota
- City of St. Cloud
- Town of Orange Park
- Utilities Commission New Smyrna Beach
- Village Center Community Development District & Affiliates, The Villages
- City of Williston
- Withlacoochee Regional Water Supply Authority, Dade City

E—FIRM'S QUALIFICATIONS

Electric Utilities

- City of Alachua
- City of Bartow
- City of Bushnell
- Florida Municipal Power Association
- City of Fort Meade
- Gainesville Regional Utilities
- City of Green Cove Springs
- City of Jacksonville Beach
- Kissimmee Utility Authority
- City of Mount Dora
- City of Newberry
- City of Ocala
- City of St. Cloud
- City of Williston
- Utilities Commission New Smyrna Beach
- Withlacoochee Electric Cooperative, Inc.
- Sumter Electric Cooperative, Inc.
- Gulf Coast Electric Cooperative, Inc.
- Choctawhatchee Electric Cooperative, Inc.
- Peace River Electric Cooperative, Inc.



Special Districts

- Alachua County Library District
- Bartow Municipal Airport Development Authority
- Dog Island Conservation District
- East County Water Control District
- Florida Gas Utility
- Florida Municipal Power Agency
- Gainesville-Alachua County Regional Airport Authority
- Kissimmee Utility Authority
- Lake Wales Airport
- Lakewood Ranch Community Development District
- Lehigh Acres Municipal Services Improvement District
- North Sumter County Utility Dependent District
- Northwest Florida Water Management District
- Peace River Manasota Regional Water Supply Authority
- The Villages Community Development Districts
- Utilities Commission, City of New Smyrna Beach
- Withlacoochee Regional Water Supply Authority

Defined Benefit Plans

- Munroe Regional Medical Pension Plan
- Florida Pest Control and Chemical Company, Inc. Pension Plan and Trust
- Clay Electric Cooperative Retiree Welfare Plan
- Kissimmee Utility Authority Pension Trust Fund
- City of Atlantic Beach, Florida General Employees' Retirement Plan
- City of Atlantic Beach, Florida Police Retirement Plan
- City of Bartow, Florida General Employees' Retirement Plan
- City of Deltona, Florida Firefighters' Pension Plan
- City of Deltona, Florida General Employees' Pension Plan
- City of Fernandina Beach, Florida General Employees' Pension Plan
- City of Fernandina Beach, Florida Police Officers' and Firefighters' Pension Plan
- City of Fort Meade, Florida General Employees' Pension Plan
- City of Fort Meade, Florida Police Officers' Pension Plan
- City of Fort Meade, Florida Firefighters' Pension Plan
- City of Gainesville Employees' Pension Plan
- City of Gainesville Police Officers' and Firefighters' Consolidated Pension Plan
- City of Gainesville Other Postemployment Benefits (OPEB) Plan
- City of Jacksonville Beach, Florida General Employees' Retirement System
- City of Jacksonville Beach, Florida Police Officers' Retirement System
- City of Jacksonville Beach, Florida Fire Fighters' Retirement System
- City of Live Oak, Florida Firefighter Pension Trust Fund
- City of Mount Dora, Florida Police Officers' Retirement Plan
- City of Mount Dora, Florida Firefighters' Retirement Plan
- City of Mount Dora, Florida General Retirement Plan
- City of Neptune Beach, Florida Police Officers' Pension Plan
- City of Ocala, Florida Police Officers' Pension Plan
- City of Ocala, Florida Firefighters' Pension Plan
- City of Orange Park, Florida Police Officers' Pension Plan
- City of Orange Park, Florida Firefighters' Pension Plan
- City of Orange Park, Florida General Employees' Pension Plan
- City of St. Cloud, Florida General Employees' Retirement Plan
- City of St. Cloud, Florida Police Officers' Retirement Plan
- City of St. Cloud, Florida Firefighters' Retirement Plan
- City of Sarasota, Florida General Employees' Pension Plan

Single Audit Experience

Federal Award Compliance – Uniform Guidance

If a Federal or State Single Audit is required (generally total federal or state grant expenditures exceeding $750,000 during the audit period), the auditor is responsible for testing compliance with all major federal and state award programs. If a Federal or State Single Audit is required, each major program will be tested for the compliance requirements applicable to that program. **We are up to date on the new Uniform Guidance associated with Federal Grants, including the updated CARES Act compliance regulations, and we are continuously reviewing updates to the American Rescue Plan Act.**

E—FIRM'S QUALIFICATIONS

As a large audit firm with significant governmental experience, members of your audit team have participated in single audits of countless federal and state grant programs. Many of our single audits have included grants from the following Federal and State Departments, including numerous programs within each.

Federal Grant Programs	State Grant Programs
Federal Communications Commission	Clean Florida Council
Federal Emergency Management Agency	Executive Office of the Governor
National Endowment for the Arts	Office of Early Learning
National Endowment for the Humanities	State Courts System
National Science Foundation	Florida Department of Agriculture and Consumer Services
US Department of Agriculture	Florida Department of Children and Families
US Department of Agriculture Food and Nutrition Service	Florida Commission on Tourism
US Department of Aviation Administration	Florida Department of Community Affairs
US Department of Children and Families	Florida Department of Corrections
US Department of Commerce	Florida Department of Economic Opportunity
US Department of Commerce NOAA	Florida Department of Elder Affairs
US Department of Defense	Florida Department of Emergency Management
US Department of Economic Opportunity	Florida Department of Environmental Protection
US Department of Education	Florida Department of Fish and Wildlife Commission
US Department of Education of Elementary Secondary Education	Florida Department of Health
US Department of Election Assistance Commission	Florida Department of Health and Rehabilitative Services
US Department of Energy	Florida Department of Highway Safety and Motor Vehicles
US Department of Environmental Protection Agency	Florida Department of Housing Finance Corporation
US Department of Federal Highway Administration	Florida Department of Juvenile Justice
US Department of General Services Administration	Florida Department of Legal Affairs and Attorney General
US Department of Health and Human Services	Florida Department of Library and Information Services
US Department of Homeland Security	Florida Department of Management Services
US Department of Housing and Urban Development	Florida Department of Natural Resources
US Department of Interior	Florida Department of State
US Department of Justice	Florida Department of Transportation
US Department of Labor	Florida Department of Workforce Innovation
US Department of Treasury	
US Department of Transportation	

We are members of the AICPA Governmental Audit Quality Center (GAQC) which offers various programs and certifications in the Single Audit area. Several Purvis Gray staff have received Single Audit certifications, which indicates their expertise in this area.

GASB Experience

GASB GOVERNMENTAL ACCOUNTING STANDARDS BOARD

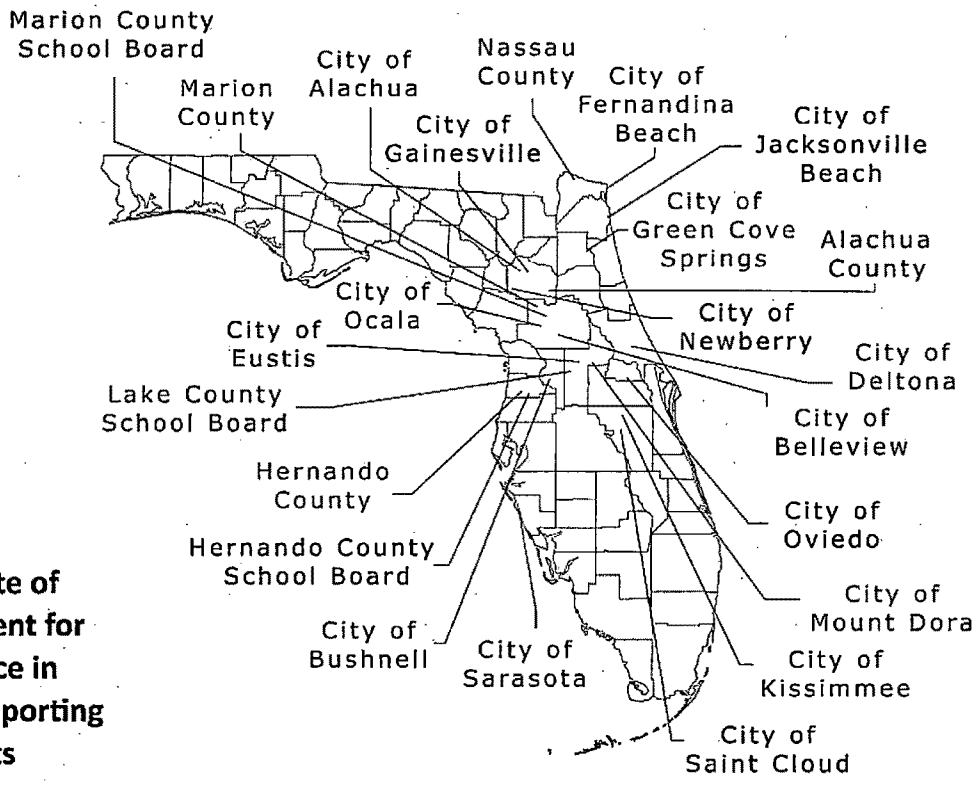
During the past several years, we have assisted governmental entities with implementing new GASB accounting and financial reporting standards that have significantly impacted their financial statements. These include, but are not limited to, GASB No. 68 on *Pension Accounting*, GASB No. 75 on *Other Postemployment Benefits,* GASB No. 84 on *Fiduciary Activities*, and many others.

As we look ahead, there are several significant new GASB pronouncements that will impact the City's financial statements, primarily **GASB No. 87 on *Leases,*** which will require most long-term leases to be recorded on the City's financial statements as right-to-use assets and a corresponding lease obligations payable. **Your audit team is up to date on these and all other GASB pronouncements and stands ready to assist you in implementation.**

Certificate of Achievement for Excellence in Financial Reporting

Several of our partners and managers are members of the FGFOA Technical Resources and Programs Committees. They serve on the GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting. As such, they review Annual Comprehensive Financial Statements on behalf of GFOA all through the year, learning new techniques and presentation to help the City maintain this award. Members of the audit team assigned to City's audit are members of FGFOA, attend FGFOA continuing professional education events, and have provided technical expertise and assistance to some of the following local governments and helped these governments receive the Certificate of Achievement for Excellence in Financial Reporting:

Certificate of Achievement for Excellence in Financial Reporting Clients



4—Commitment to the Water and Sewer Utility and Governmental Sectors

Because of our extensive experience with water and wastewater utilities, we are familiar with the financial, regulatory, political, and environmental issues surrounding your industry. As part of our firm's commitment to the utility industry, some of our partners have taught sessions on utility accounting, workorder costing, and continuing property record systems, accounting for other postemployment benefits (OPEB), and taxation of tax-exempt entities (tangible tax, gross receipts tax, sales tax, etc.). Our firm has also performed numerous special purpose consulting engagements for utilities.

E—FIRM'S QUALIFICATIONS

5—External Quality Control Review

AICPA GAQC Member

Purvis Gray is a member of the AICPA's Governmental Audit Quality Center (GAQC). Our firm places high priority on its quality control and has successfully undergone a peer review made by the AICPA at least every three years since 1979. Because our firm has a heavy concentration of governmental clients, governmental audit engagements are selected for review by the peer review team. We have included a copy of our 2019 Peer Review Report, which included a pass rating, with no letter of comments, the highest level obtainable.

JNM

Jones, Nale & Mattingly PLC

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of
Purvis, Gray and Company, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Purvis, Gray and Company, LLP (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Purvis, Gray and Company, LLP in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Purvis, Gray and Company, LLP has received a peer review rating of *pass*.

Jones, Nale & Mattingly PLC

Louisville, Kentucky
November 22, 2019

Certified Public Accountants and Advisors
642 South Fourth Street, Suite 300 Louisville, Kentucky 40202 tel: 502.583.0343 fax: 502.589-1680 www.jnmcpa.com

E—FIRM'S QUALIFICATIONS

6—Advisory Services

Consulting Services

The consulting practice of Purvis Gray utilizes members of the Audit, Accounting and Tax Services, and IT Departments to perform a wide range of consulting and management advisory services for our clients. Our consulting personnel have performed engagements in each of the following categories:

Accounting System Reviews

- GASB Statement Implementations
- Internal Control Opinions
- Procedures Documentation
- Performance Audits and Cost Reduction Studies
- Feasibility/Efficiency Studies
- Budget Review and Budget Preparation

Other Financial Services

- Expert Testimony
- Personal Financial/Retirement Planning
- Other Financial Services
- Tax Representation
- Fraud/Defalcation Engagements

Business Valuations and Reorganizations

- Business Ownership Succession
- Business Valuations
- Mergers and Acquisitions
- Business Formations
- Business Liquidations

Information Security and Privacy Controls and Consulting

- IT Security Controls Assessment
- Privacy Controls Assessment
- Information Security Policies and Procedures
- IT Risk Assessments

BDO Alliance USA Services

AN INDEPENDENT MEMBER OF BDO ALLIANCE USA

Purvis Gray is an Independent Member of the BDO Alliance USA. We have access to BDO's breadth and depth of resources, enabling us to provide virtually any tax or assurance service needed by our clients, anywhere in the country. We are able to provide our clients with access to technical and industry-specific resources of one of the largest accounting firms in the world, combined with our hands-on, local service and knowledge.

In addition, the BDO Alliance Business Resource Network has established relationships with product and service providers to enhance our delivery capabilities and value to clients. Through these relationships, we are able to offer greater insight and more effective solutions to the City.

As a member of BDO Alliance USA, we take a comprehensive approach to assessing and serving your needs. Through the core accounting and financial services we provide, we are uniquely positioned to identify additional opportunities to improve the overall operational effectiveness of the City.

Other Range of Services
The firm offers all services traditionally associated with CPA firms, which can generally be summarized as Audit, Tax, and Information Technology services. The Audit Department is the largest department, comprising approximately sixty percent of gross revenues. The Audit Department has a concentration of work in the local governmental industry. Our Tax Department provides tax research support to our Audit Department. Also, as a member of BDO Alliance USA, we are able to provide our clients with access to the technical resources and manpower of the fifth-largest accounting firm in the world, combined with our hands-on local service and knowledge.

Audit Department
The mission of the Audit Department is to achieve technical excellence, which can be used to provide the highest level of quality service to our clients. This higher level of experienced service sets us apart from other firms.

Our audit staff consists of:



All of the partners and managers are CPAs, as are many of the other professional staff. If not CPAs, the professional staff are "exam-eligible" or working toward it.

Your "engagement team" will be led by a partner and a senior manager, with these individuals on-site for a significant portion of fieldwork. For more information on the specific individuals committed to your engagement, please refer to the staffing diagram found on page 23.

Our audit staff has extensive experience working in a computerized environment and utilizes laptop computers in the field with Microsoft Windows, Word, and Excel. **We employ a paperless audit approach.** We utilize the "paperless" audit documentation system designed by CaseWare International, Inc., the premier industry technology, with an integrated wired or wireless connection in the field. **We will be utilizing a combination of Citrix ShareFile and *Suralink* for the secure transmission and sharing of records and audit support, allowing for a smooth process of providing and tracking requested information. *Suralink* will also allow City staff to track the status of the engagement overall from a web based application with a desktop dashboard in real time.**

All members of the audit team will be available to your management team whenever you need us. If our physical presence is not needed, our business e-mail addresses and cell phone numbers will be made available for your convenience, and we pride ourselves on responding timely to all client inquiries. We will be available for routine questions and assistance year-round without additional billings.

Accounting and Tax Services Department
The Accounting and Tax Services Department of Purvis Gray is often used in troubleshooting problem tax areas associated with audits of governmental entities. Our tax professionals provide support and assistance to our clients in the following areas:

- ***Assisting*** exempt organization clients and others with the changes of the revised Internal Revenue Service Form 990, including additional reporting requirements and functional changes made since the implementation of this revised return.

- ***Providing*** consulting services and representation of clients during examinations by the Internal Revenue Service and various state and local taxing authorities and agencies.

- ***Developing*** organizational structures involving related taxable and non-taxable entities for the purpose of minimizing the income tax ramifications of related-party transactions under the Internal Revenue Code, and maintaining the integrity of the entity by the use of wholly owned taxable subsidiaries and joint ventures. This includes the use of entities disregarded for federal income tax purposes even though recognized as separate legal entities under enacting state legislation.

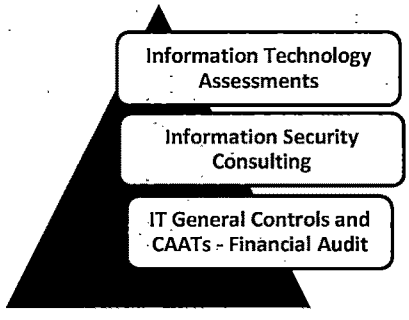
- ***Structuring*** transactions or business operations in order to lessen or eliminate the effect of the unrelated trade or business income tax which applies to not-for-profit entities or to maximize the tax benefit to donors for planned giving items, such as charitable remainder trusts and charitable annuities.

- ***Advising*** clients and firm with regards to the increased monitoring activity and compliance requirement of the Internal Revenue Service, including the Internal Revenue Service's recently expanded compliance plans for pass-through entities, i.e., partnerships and subchapter S corporations, and certain tax-exempt entities.

Information Technology Department

The IT Auditor/Consultant assigned to the City's audit engagement and our other IT Department professionals have extensive experience and proficiency working in various computerized environments.

Purvis Gray offers a full suite of IT audit, consulting, and assessment services. These services are performed by IT professionals with the CISA, CISM, CITP, CGMA, CRISC, and CPA designations and can be summarized as follows:



E—FIRM'S QUALIFICATIONS

Purvis Gray's IT Audit professionals conduct the assessment of IT controls. As part of the financial audit process, auditing standards require the auditor to gain an understanding of the IT environment, including the Information Technology General Controls, which includes determining suitability of design and whether the controls are implemented.

Information Security Consulting Offering

As your business partner, our Information Security Program Design involves evaluating organizational security and compliance status using techniques such as interviews, observations, and documentation review:



Information Technology Assessments

Information Technology Assessment engagements offered by Purvis Gray include the following:

Cybersecurity — • AICPA Cybersecurity Engagements

SSAE-18 SOC Reports — • SOC Types 1, 2, and 3 Engagements

AICPA Cybersecurity Engagements

Cybersecurity threats are on the rise, challenging organizations of all sizes—whether public or private. Board members, commissioners, managers, investors, customers, residents, and other stakeholders are pressuring organizations to demonstrate that they are managing cybersecurity threats, and that they have put into place effective cybersecurity risk management programs to prevent, detect, and respond to security breaches in a timely manner.

To meet that need, the AICPA has introduced SOC for Cybersecurity, a solution that builds upon the profession's experience in auditing system and organization controls. It enables CPAs to examine and report on an organization's cybersecurity risk management program.

Purvis Gray can use the SOC for Cybersecurity criteria and guidance to provide advisory engagements to help our clients strengthen their cybersecurity risk management programs. Or, as an organization reaches a state of readiness, Purvis Gray as an independent CPA firm can offer a cybersecurity risk management examination engagement and provide an opinion on the entity's description of its efforts and the effectiveness of its controls.

SSAE-18 System and Organization Controls (SOC) 1, SOC 2, SOC 3 Examination and Reporting

Through our extensive expertise in generally accepted auditing standards, both non-profit and for-profit accounting processes, information technology general controls, and the AICPA SSAE-18 attestation standards and requirements, combined with an experienced SOC staff, Purvis Gray can provide service organization user entities with a quality and professional SSAE-18 SOC 1 Type 2 report.

Because Purvis Gray's staff has extensive experience with the *Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Criteria*) and numerous types of third-party service offerings, we can provide service organization user entities with a quality and professional SSAE-18 SOC 2 or SOC 3 Type 2 report.

Purvis Gray can also assist organizations with getting ready for their first SOC Type 2 examination and can provide a Type 1 report upon completion of the readiness phase.

Professional Memberships

Purvis Gray has been a member with the American Institute of Certified Public Accountants since 1978 (AICPA – Reference #1783188). Our firm continues to be in good standing with the AICPA and Florida Institute of Certified Public Accountants (FICPA – Member #02004618). *Several of the partners and staff of Purvis Gray are members of the following organizations:*

- AICPA
- Government Audit Quality Center (GAQC)
- GFOA
- Florida Electric Cooperatives Association (FECA)
- American Public Power Association (APPA)
- State of Florida League of Cities
- Big Bend Chapter FGFOA
- Florida Municipal Electric Association (FMEA)
- FGFOA
- FICPA
- Employee Benefit Plan Audit Quality Center
- North Florida Chapter FGFOA
- Southwest Chapter FGFOA
- Association of Government Accountants (AGA)
- Nature Coast Chapter FGFOA
- Florida Rural Water Association

F—PERSONNEL QUALIFICATIONS

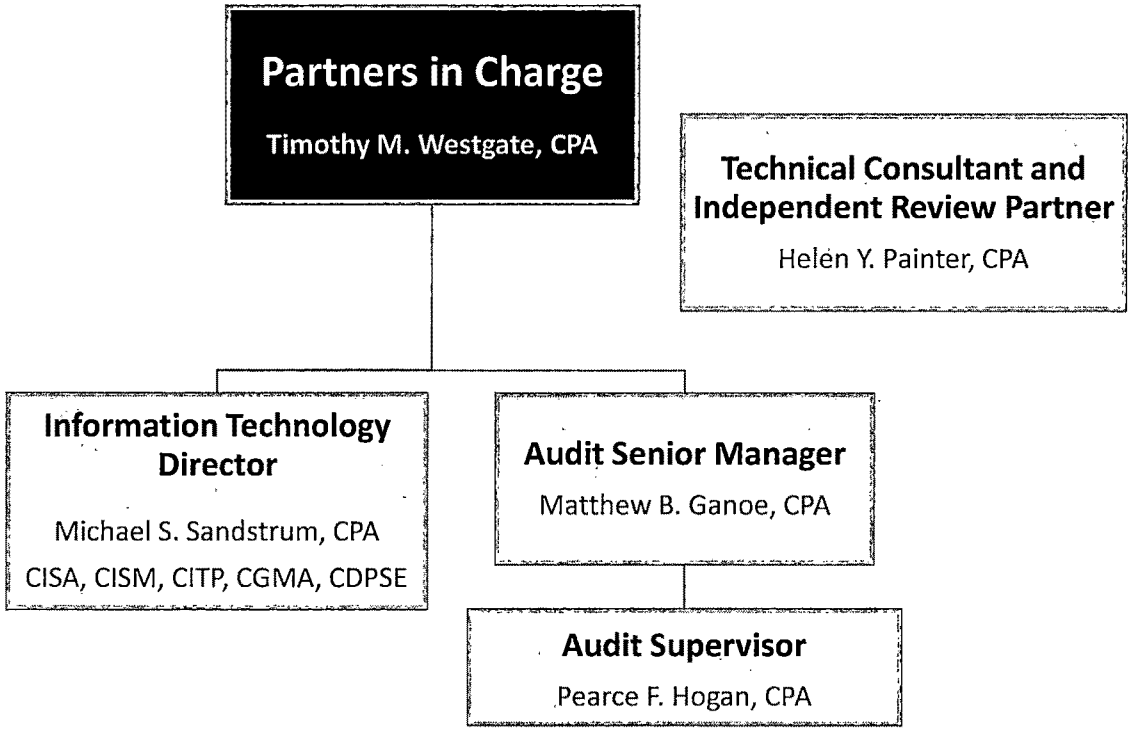


F—PERSONNEL QUALIFICATIONS

Engagement Audit Team

The firm that will be the most qualified to serve as auditors for the City will be the one that can demonstrate its qualifications through past experience, education, and high quality control considerations. Our firm's approach to staffing audit engagements is to choose partners, directors, managers, and staff based upon a combination of the expertise, experience, and technical ability needed to perform the audit engagement efficiently. ***The individuals assigned to this engagement possess the necessary technical skills and experience to ensure that the City receives the highest level of service.*** All personnel assigned to this engagement have met or exceeded all of the CPE requirements of the "Yellow Book" as required by the *Rules of the Auditor General*. Our Audit Department functions as a single department across all offices; it is not uncommon for us to put together audit teams with representatives from several offices. All the resources of the firm are available to the audit team and to you, the client, at all times. ***One thing we do different from other firms – we regularly put partners in the field.***

Timothy M. Westgate, CPA will be the partner in charge of the City's audit engagement and the specific individuals who will serve the City on a day-to-day basis. In addition, he will be present during most of the audit fieldwork.



F—PERSONNEL QUALIFICATIONS

Audit Team Roles

Partner in Charge of Audit	Mr. Westgate will have overall responsibility for excellent client service; he will work closely with the City's management, audit senior manager, and audit supervisor to ensure that all work is properly planned, executed, and completed. He will conduct entrance, exit, and interim work conferences with the City and participate extensively in audit planning and fieldwork and the review process.
Technical Consultant Partner	Ms. Painter will assist Mr. Westgate, providing consultation and review of technical accounting and auditing issues, and a final "cold" review of the audited financial statements and reports.
Information Technology Director	Mr. Sandstrum will perform the internal control review of the City's computerized information systems and assist with custom report writing and PC download functions as required. He will assist with data analytics and provide assistance and recommendations to the City on computer-related areas, as needed.
Audit Senior Manager	Mr. Ganoe will be responsible for planning and supervision of the audits. He will perform the review of workpapers and report preparation. In addition, He will assist in managing the efficiency of the audits and operating within the time budget.
Supervisor Auditor	Mr. Hogan will be primarily responsible for conducting and completing fieldwork along with staff auditors and assisting the audit senior manager with planning and supervision. He will keep the partner, senior manager, and City staff fully informed on the job status.

Continuing Quality of Staff

Purvis Gray's number one priority is client service. The key to providing valuable service is staffing engagements with quality personnel. The individuals on your audit team are highly educated and experienced CPAs with a strong working knowledge of governmental accounting and auditing, exceptional business sense, and impeccable common sense. **These individuals will work directly and continually on your engagement.** We expect your audit team members to be available throughout your contract. While some staff turnover inevitably occurs, our firm makes every effort to maintain the high quality of our staff. We do this through hiring the best people, providing more than the minimum required continuing education, and mentoring. **If it did become necessary to change any team members on your audit, the City has the right to approve or reject replacements.**

Résumés – Qualifications of Firm Personnel

Beginning on the next page, the partner in charge, consultant, director, senior manager, and supervisor's résumés provide more specific information for each individual, especially their participation in local government audits, professional and community memberships, leadership roles, and continuing education.



TIMOTHY M. WESTGATE, CPA

Audit Partner
Chair of Quality Control Team
Member of Concurring Review Team

PURVIS GRAY

CONTACT INFORMATION

(352) 732-3872
twestgate@purvisgray.com

PROFILE

Education

University of South Florida
2002, Masters of Accountancy

Saint Leo University
2000, BA, Business Administration, Summa Cum Laude

Professional Credentials

CPA Certificate – AC36053
Member AICPA, FICPA, and FGFOA
GFOA SRC Reviewer – GFOA Special Committee for Certification of Achievement for Excellence in Financial Reporting

Recognition

State of Florida Top 10 Score
May 2003 CPA Exam

Civic Involvement

Past President – Blessed Trinity Catholic Church Parish Council, Ocala, Florida
Middle School Youth Ministry
Member of the Knights of Columbus

Years in Accounting: 22

Years with Firm: 18

SPEAKER/INSTRUCTOR

Numerous In-House CPE Classes
Governmental Audit Update for Financial Managers, FGFOA
Fall Institute/FACC Conference
Grant Budgeting, Marion County Grant Writers' Network
Fraud and Internal Control in a School District, FSFOA
Accounting and Auditing Update, FSFOA
GASB Update, FGFOA and FASBO
ASC 606: Revenue Recognition

EXPERIENCE SERVING CLIENTS

Governmental Experience

Municipalities

City of Deltona, Florida*
City of Leesburg, Florida*
City of Mt. Dora, Florida*
City of Ocala, Florida*
City of St. Cloud, Florida*

Counties

Citrus County Hospital Board
Desoto County, Florida *
Marion County EMS Alliance
Marion County, Florida*
Marion County Hospital District
Marion County Law Library*

School Board Experience

Alachua County District School Board and Internal Accounts*
Charlotte County District School Board*
Lake County District School Board and Internal Accounts*
Leon County School Board and Internal Accounts*
Marion County District School Board and Internal Accounts*
Hernando County District School Board*
Clay County District School Board and Internal Accounts*

Timothy M. Westgate, CPA

Audit Partner

Chair of Quality Control Team and Member of Concurring Review Team

EXPERIENCE SERVING CLIENTS

Non-Profit Experience

Annunciation Catholic School
Arnette House, Inc. *
Catholic Foundation for the Diocese of St. Augustine
Citrus Memorial Health System
Cornerstone School, Inc.
Corpus Christi Parish
Diocese of St. Augustine
Education Foundation of Marion County, Inc.
Epiphany Parish
Grace School of Ocala, Florida, Inc.
Holy Faith Parish
Holy Family Parish
Holy Spirit Parish & School
Hospice of Marion County, Inc.
Immaculate Conception Parish
Kids Central, Inc. *
LifeStream Behavioral Center, Inc.
Marion County Hospital District
Morning Star School
Munroe Regional Health System, Inc.
Our Lady Le Leche Mission and Shrine
Our Lady of Consolation
Our Lady of Good Counsel
Our Lady Star of the Sea Parish and School
Palmer Academy & Preschool
Partnership for Strong Families, Inc.*
Queen of Peace Parish and School
San Juan de la Cruz Mission
San Sebastian Parish
St. Augustine Parish
St. Edward Parish
St. Elizabeth Parish & School
St. Francis High School
St. Joseph Academy
St. Joseph Parish and School
St. John Parish
St. Luke Parish
St. Madeline Parish
St. Mary's Parish
St. Monica Parish
St. Patrick's Parish
St. Paul's Parish and School
The Centers, Inc. *
The Foundation for The Centers, Inc.
The Refuge, Inc.
St. Peter's Mission
St. Philip Neri Mission
St. William Parish

Utility Experience

City of Deltona, Florida (W, S)
City of Leesburg, Florida (E, W, S, G)
City of Mt. Dora, Florida (E, W, S)
City of Ocala, Florida (E, W, S)
City of St. Cloud, Florida (E, W, S)
DeSoto County, Florida (W, S)
Gainesville Regional Utilities (E, W, S, G)
Marion County, Florida (W, S)
Sumter Electric Cooperative (E)
Suwannee Valley Electric Cooperative (E)
Talquin Electric Cooperative, Inc. (E)

Employee Benefit Plans Experience

Advocacy Resource Center Marion, Inc. Retirement 401(k) Plan
Citrus Memorial Health System 403(b) Plan
Citrus Memorial Health System Pension Plan and Trust
City of Deltona, Florida Firefighters' Pension Plan
City of Mt. Dora, Florida Firefighters' Retirement Plan
City of Mt. Dora, Florida General Employees' Retirement Plan
City of Mt. Dora, Florida Police Officers' Retirement Plan
City of Ocala, Florida Firefighters' Pension Plan
City of Ocala, Florida General Employees' Pension Plan
City of Ocala, Florida Police Officers' Pension Plan
City of St. Cloud, Florida General Employees' Retirement Plan
City of St. Cloud, Florida Police Officers' & Firefighters' Retirement
Clay Electric Cooperative Retiree Welfare Benefit Plan
Consolidated Water, Inc. 401(k)
Florida Pest Control and Chemical Company Defined Benefit Plan
Kids Central 401(k) Plan
LifeStream Behavioral Center 401(k)
Munroe Regional Medical Center 401(k) Plan
Munroe Regional Medical Center Pension Plan
Partnership for Strong Families Benefit Plan 401(k)
Radiology Associates of Ocala 401(k) Plan
The Centers 401(k) Plan

Health Care Experience

Citrus County Hospital Board
Citrus Memorial Health System
Hospice of Marion County, Inc.
Kids Central, Inc.
LifeStream Behavioral Center, Inc.
Marion County EMS Alliance
Marion County Hospital District
Munroe Regional Health System, Inc.
Partnership for Strong Families, Inc.
The Centers, Inc.

***OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits**
(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

Timothy M. Westgate, CPA
CPE Credits

Mr. Westgate is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2021

- FSFOA 2021 Fall Conference – The Great GASB Updates
- FSFOA 2021 Fall Conference – Government Fraud, Waste & Abuse
- FSFOA 2021 Fall Conference – Legislative Update
- FSFOA 2021 Fall Conference – Cyber Attack Simulation
- FSFOA 2021 Fall Conference – Leadership/Attitude Healthy Living Updates
- BDO USA COVID Relief Fund Coronavirus Relief Fund
- Purvis Gray Fox It Training
- BDO USA HHS PRF Reporting Cracking the Code
- BDO USA Stimulus Funding Compliance Audit Update
- BDO USA Independence Update & Practice Issues
- BDO USA General Session Day 2
- FGFOA Opening General Session
- FGFOA GASB Update
- FGFOA Redefining Your Organization for Performance Excellence after COVID-19
- FGFOA GASB Hot Topics
- FGFOA Common Audit Findings
- FGFOA Auditor General and Department of Financial Services Update
- FGFOA You've Issued Debt Now What? Post Issuance Disclosure
- FGFOA Introduction to Governmental Accounting
- FGFOA Contract Administration Beginning with the End in Mind
- FGFOA Providing Government Services in a Remote World
- FGFOA Debt Financing Options Used for Public Infrastructure
- FGFOA Comprehensive Annual Financial Report Tips and Tricks to Ensure Timely & Accurate Reporting
- FGFOA Retirement Plans Best Practices
- FGFOA Disaster Recovery Accounting & Single Audit Aspects
- FGFOA Florida Open Financial Statement System Getting Ready for 2022
- BDO NFP 2021 Conference
- Surgent McCoy CPE Florida Ethics for CPAs

2020

- PGC Winter CPE
- COVID-19 How Non-Profits are Adapting to Change
- COVID-19 Everything you Need to Know about FEMA Grants and Preventing Inspector General Findings
- What's Ahead for Healthcare Industry Accounting and Regulatory Update
- Ensuring Engagement Quality When Performing SSARS Engagement
- Practice Issues Under ASC 606 Revenue Contracts with Customers
- Becoming a Powerful and Effective Delegator
- Building the Partner Pipeline Business Development and Marketing Culture
- 2018 Yellow Book What you Need to Know
- CaseWare Mapping and Connector for Financial Statements
- Government Accounting for Debt Transactions
- Employee Benefit Plan Audit Update
- Florida Ethics for CPAs
- Risk Assessment and Internal Controls
- AICPA Peer Review Must Select Industry Update Employee Benefit Plans

2019

- FGFOA Nature Coast Chapter – GASB 87 Leases
- FGFOA Nature Coast Chapter – Investment Strategies for a Flat Yield Curve
- FGFOA Nature Coast Chapter – Economic Updates
- FGFOA Nature Coast Chapter – Government Accounting Updates
- FGFOA Nature Coast Chapter – Identifying Drug and Alcohol in the Work Place
- FGFOA Nature Coast Chapter – Fiduciary Activities
- FGFOA Nature Coast Chapter – Ethical Leadership you Can't Do Without it
- FGFOA Annual Conference – Opening General Session 7 Keys to Success
- FGFOA Annual Conference – GASB 87 Deep Dive
- FGFOA Annual Conference – State Compliance for Local Governments
- FSFOA Summer Conference – General Update
- FSFOA Summer Conference – Credit Ratings Update
- FSFOA Summer Conference – School Finance as a Civil Rights Issue
- FSFOA Summer Conference – GASB 84 Implementation



HELEN Y. PAINTER, CPA

Partner
Member of Quality Control Team
Member of Concurring Review Team

PURVIS GRAY

CONTACT INFORMATION

Ocala, Florida
(352) 732-3872
hpainter@purvisgray.com

PROFILE

Education

Florida Atlantic University
1994, Masters, Accounting
1993, BS, Accounting

Palm Beach Community College
1991, AA, Business

Professional Credentials

CPA Certificate – AC0027790
Member of AICPA, FICPA, FGFOA, and Nature Coast Chapter FGFOA
FICPA Peer Reviewer Team Captain
Peer Review Acceptance Committee
2004 Competent Toastmaster (CTM) Distinguishment
Member of Florida Thoroughbred Breeders' and Owners' Association

Committees

FICPA Accounting Principles and Auditing Standards
FICPA Accounting and Auditing Sections Steering Committee
FICPA Peer Review Committee

Years in Accounting: 31
Years with Firm: 26

SPEAKER/INSTRUCTOR

Florida School Finance Officers Association Conferences
Florida Association of School Business Officials Conference
Numerous In-House CPE Classes
Florida State University 2003 - Spring Accounting Conference
Fraud in the Not-For-Profit Environment
Florida Local Government Investment Trust Group
Nature Coast Chapter of the FGFOA

AUTHOR

The Audit Process, Talking Stick

EXPERIENCE SERVING CLIENTS

Governmental Experience

Municipalities

City of Belleview, Florida*
City of Bushnell, Florida*
City of Center Hill, Florida
Citrus County, Florida*
Citrus County Housing Authority*
City of Dade City, Florida*
City of Deltona, Florida*
City of Dunnellon, Florida*
City of Fort Myers, Florida*
City of Jacksonville Beach, Florida*
City of Leesburg, Florida*
City of Mount Dora, Florida*
City of Ocala, Florida*
City of Oviedo, Florida
City of Palmetto, Florida
City of St. Cloud, Florida*
City of Williston, Florida*

Counties

Alachua County, Florida*
Bradford County, Florida*
Gadsden County, Florida*
Hardee County, Florida*
Hernando County, Florida*
Liberty County, Florida*
Marion County, Florida
Wakulla County, Florida*

School Board Experience

Academy for Environmental Science Charter School
Citrus County School Board – Internal Accounts
Hernando County School Board*
The Villages Charter School, Inc.

Other Governmental Entities

Florida Municipal Power Agency
Lakewood Ranch Community Districts
North Sumter County Utility Dependent District
Villages Center Community Development Districts

Financial Institution Experience

Citizens First Trust Company, LLC
Citizens National Bank of Leesburg
Liberty National Bank
Newberry Bank
Villages Bancorporation, Inc.

Helen Y. Painter, CPA

Partner
Member of Quality Control Team
Member of Concurring Review Team

Experience Serving Clients

Non-Profit Experience
Advocacy Research Center-Marion, Inc.*
Alachua Habitat for Humanity, Inc.
Arnette House, Inc.
Buffalo Scholarship Foundation, Inc.
Central Florida Community College Foundation, Inc.*
Central Florida Electric Cooperative, Inc.
Central Florida Health Care, Inc.
Childhood Development Services, Inc.*
Coalition for Youth, Inc.
Counseling and Resource Center for Women and Families, Inc.
Early Learning Coalition of Nature Coast
Early Learning Coalition of Marion County
First Step of Sarasota, Inc.*
Florida Agriculture Center and Horse Park Authority
Florida Autism Charter School of Excellence, Inc.
Florida Electric Cooperatives Association, Inc.
Florida Low Income Housing Associates, Inc.*
Florida Rural Electric Credit Union
Florida Sheriffs Youth Ranches, Inc.
Florida Thoroughbred Breeders' and Owners' Association
Florida Thoroughbred Breeder and Stallion Awards Program
Florida Equine Publications, Inc.
Gainesville Golf and Country Club
Heartland Rural Health Network, Inc.
Hernando County Education Foundation
Intercountry Adoption Accrued. And Maintenance Entity, Inc.
Meadowbrook Academy
SMS For Children, Inc.
St. Paul's Lutheran School
The Centers, Inc.

Non-Profit Experience
Partnership for Strong Families, Inc.
Peaceful Paths, Inc.
Santa Fe Community College Endowment Corp., Inc.
Silver River Mentoring & Instruction, Inc.
Southern Legal Counsel, Inc.
Sumter Electric Cooperative, Inc.
Suwannee Valley Electric Cooperative, Inc.
United Gainesville Community Development Corporation, Inc.
United Way of Alachua County, Inc.
United Way of Marion County, Inc.
University of Central Florida Research Foundation
University of Florida Division of Housing
University of Florida Research Foundation, Inc.
University of Florida Tissue Bank, Inc.
University Villages Apartments (HUD)*
Villages Foundation, Inc.

For-Profit Experience
Advocacy Resource Center Marion, Inc. Retirement Plan
Florida Sheriffs Youth Ranches, Inc. Pension Plan and Trust
Golden Hills Golf and Turf Club, Inc.
Partnership for Strong Families, Inc. 401(k) Profit Sharing Plan
Stonecrest Property Owners Association
The Holding Company of the Villages Employee Savings Plan
The Villages Charter School, Inc. Employee Savings Plan
WRYP, ALF, Inc. (HUD)

***OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits**
(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

Helen Y. Painter, CPA

CPE Credits

Ms. Painter is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2021

- FICPA AICPA Peer Review Update Course
- Purvis Gray Winter CPE Series
- Purvis Gray Fox It Training
- BDO USA ERISA Update
- BDO USA General Day 1 Intro to DEI as a Bus Enabler – HRCI555109
- BDO USA Yellow Book Update and Practice Issues
- BDO USA Assurance Practice Leaders Session Part 1 Auditing 1
- BDO USA Single Audit Surprises and Other Matters
- BDO USA ASC 740 Accounting for Current Events and Other Practice Matters
- BDO USA Troubled Debt Restructuring and Debt Modification
- BDO USA Unveiling BDOs Next Generation in Audit Innovation
- BDO USA Performing Preparation Compilations Reviews Engagements SSARS 101
- FGFOA GASB Update and Practice Issues
- FGFOA GASB Hot Topics
- FGFOA Auditor General and Department of Financial Services Update
- FGFOA Common Audit Findings
- FGFOA Retirement Plans Best Practices
- FGFOA Florida Open Financial Statement System Getting Ready for 2022
- BDO USA NFP 2021 Current Trends and Issues in Industries
- BDO USA NFP Audit Quality Update
- BDO USA NFP GASB 87 Leases Implementation
- BDO USA NFP GAAP Update
- BDO USA NFP Risk Assessment Interaction Between the Risk of Non-Compliance and Sampling
- BDO USA NFP Cash Management
- BDO USA NFP Government Audit Quality Center Updates
- Surgent McCoy CPE Florida Ethics for CPAs

2020

- Variable Interest Entities & Consolidation Matters
- IPA Panel General Session
- Practice Issues Under ASC 606 Revenue Contracts with Customers
- 2018 Yellow Book What you Need to Know
- Non-Profit Accounting Update
- AICPA Peer Review Must Select Industry Update – Government Auditing Standards
- Excel Tips and Tricks
- CaseWare Mapping and Connector for Financial Statements
- Government Accounting for Debt Transactions
- CaseWare Fundamentals
- Employee Benefit Plan and Audit Update
- Managing the Audit Process
- CARES Act Essentials
- AICPA Peer Review Must Select Industry Update Employee Benefit Plans
- Nonprofit External Financial Statement Walkthrough

2019

- AICPA Peer Review Program Advanced Course
- FGFOA Nature Coast Chapter – GASB 87 Leases
- FGFOA Nature Coast Chapter – Finance from an IT Perspective
- FGFOA Nature Coast Chapter – Investment Strategies for a Flat Yield Curve
- FGFOA Nature Coast Chapter – Economic Updates
- PGC Winter Session – Ethics Protecting the Integrity of Florida (4980)
- PGC Winter Session – Accounting & Auditing Update
- EBP Training Summer 2019
- Retirement Benefits GASB & Reporting
- PGC Summer CPE – Introducing Smart Practice Aids
- PGC Summer CPE – The New CaseWare File Structure
- PGC Summer CPE – Documenting Internal Controls
- PGC Summer CPE – QC Update
- PGC Summer CPE – Risk Assessment Overview
- PGC Fall CPE – Government Accounting and Not-for-Profit Update
- PGC Fall CPE– Let's Look at Leases GASB
- PGC Fall CPE – Economic Update
- PGC Fall CPE – State Legislative Update



MICHAEL S. SANDSTRUM, CPA, CISA, CISM, CITP, CGMA, CDPSE

IT Director

PURVIS GRAY

CONTACT INFORMATION

msandstrum@purvisgray.com

PROFILE

Education

Auburn University
MBA (Graduated with Honors)

Wichita State University
Bachelor of Business Administration in Accounting

Professional Credentials

CPA Certificate - AC39388
Certified Information Systems Auditor (CISA)
Certified Information Security Manager (CISM)
Certified Information Technology Professional (CITP)
Certified Data Privacy Solutions Engineer (CDPSE)

Professional Affiliations

American Institute of CPAs (AICPA)
Florida Institute of CPAs (FICPA)
Information Systems Audit and Control Association (ISACA)

Previous Employers, 1977 – 2017

AuditWerx—Tampa, FL
CS&L CPAs—Bradenton, FL
Moody-Price, LLC—Baton Rouge, LA
Heavy Quip—Jackson, MS
Horton and Associates CPAs—Jackson, MS

Years Auditing Information Systems: 44

PROFESSIONAL PROFILE

Michael has extensive experience in accounting, auditing, IT auditing, security management and consulting, both in public accounting and private industry sectors. He has held positions as a senior audit manager, tax manager, programmer, systems analyst, IT director, Chief Information Officer and IT Audit Manager. In addition, Michael has performed SOX internal auditing, managed numerous SOC 1 and SOC 2 engagements, as well as GAAS financial audit risk assessments.

TECHNICAL EXPERTISE

SOC 2 Type 1 and Type 2	FISMA
SOC 1 Type 1 and Type 2	NIST
SOC Readiness Engagements	Financial and IT Controls
Client Development	HIPAA
IT Security Controls Auditing	GLBA
IT SOX Auditing	COBIT
Industry Experience:	Business Processes Analysis
Healthcare	Data Mining & Reporting
Local Governments	EDI/XML
Banking	Cloud Integration
Claims Processing	Security Management & Compliance
Manufacturing	IDEA Audit and Data Analytics Software
Distribution	AS/400
Cloud Providers	Linux
Data Centers	Mainframe
Non-Profit	Windows
Information Security Consulting Privacy	SQL
Risk Assessments	CaseWare Audit Software
Agreed Upon Procedures	Citrix

Michael S. Sandstrum, CPA
CPE Credits

Mr. Sandstrum is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards.* A list of the relevant continuing professional education for the past three years follows:

2021

- Purvis Gray Lunch & Learn Series Depreciation
- Surgent McCoy CPE Florida Ethics for CPAs (ETFL)
- ISACA Mitigating the Security Risks of a Remote Workforce During a Crisis
- ISACA Risk Management in Action 4 Key Pillars for Achievable Resilience
- ISACA Data Protection for Cloud-First Organizations
- AICPA Town Hall Series
- AICPA Introduction to the Cybersecurity Maturity Model Certification Framework
- BDO USA ERISA Update
- Yellow Book Update and Practice Issues
- BDO USA General Day 1, Day 2, and Day 3 Sessions
- BDO USA Future of Audit is Here Part I Transform Audit with Digital Suite of Tools
- BDO USA Top I Audit Risks
- BDO USA Adding Value to the Board Hot Topics in Governance
- BDO USA Single Audit Surprises and Other Matters
- BDO USA ASC 740 Accounting for Current Events and Other Practice Matters
- BDO USA Closing Keynote
- AICPA Town Hall Series
- FGFOA GASB Update
- FGFOA Economic Update Planning for a Post Pandemic Futures
- FGFOA Common Audit Findings
- FGFOA Introduction to Governmental Accounting
- FGFOA Auditor General and Department of Financial Services Update
- FGFOA Lies, Lies & Economic Forecasts
- FGFOA Legislative Update
- FGFOA Creating Efficiencies for Internal Audits
- FGFOA Providing Government Services in a Remote World
- FGFOA Financial Reporting Complexities in Local Governments
- FGFOA Debt Financing Options Used for Public Infrastructure
- FGFOA Disaster Recovery How Do You Solve the Hurricane Problem
- FGFOA Disaster Recovery Accounting & Single Audit Aspects
- FGFOA Florida Open Financial Statement System Getting Ready for 2022
- AICPA Town Hall Series

2020

- PGC ASC 606 Training
- ISACA Virtual Summit Future of Data Protection, Privacy and IT Risk Management
- Risky Business Conduction Remote Audits in Uncertain Times
- Who's in Your Cloud? How Privileged Access Controls are Leaving you Exposed
- Stopping Ransomware and Advanced Malware Threats the Current Scope of These Threats
- COVID-19 CFO Professional Judgment in Volatile and Uncertain Times
- IA Webinar Series Course 2 Evaluating Compliance and Anti-Fraud Programs
- The Human Factor Malicious Insiders vs. Negligent End Users
- Government Accounting for Debt Transactions
- CaseWare Fundamentals
- Employee Benefit Plan Audit Update
- Privacy Management Framework A Tool for Developing your Privacy Program
- CARES Act Essentials
- Risk Assessment and Internal Controls

2019

- PGC – Ethics Protecting the Integrity of Florida
- PGC Accounting & Auditing Updates
- The CISO of the Future
- Understanding Robotic Process Automation
- Module 3 Data Driven Decision Making
- PGC Summer CPE
- PGC Fall CPE



MATTHEW B. GANOE, CPA

Audit Senior Manager

PURVIS GRAY

CONTACT INFORMATION

Ocala, Florida
mganoe@purvisgray.com

PROFILE

Education

Saint Leo University
2014, MBA, Accounting Concentration
2009, BS, Accounting

Professional Credentials

CPA Certificate – AC49575
Member AICPA and FICPA

Years in Accounting: 11

Years with Firm: 6

EXPERIENCE SERVING CLIENTS

Governmental Experience

Municipalities

City of Belleview, Florida
City of Bushnell, Florida*
City of Deltona, Florida
City of Eustis, Florida
City of Green Cove, Florida*
City of Kissimmee, Florida*
City of Ocala, Florida*
City of Oviedo, Florida*
City of St. Cloud, Florida*
City of Williston, Florida*

Counties

Marion County, Florida*
Nassau County, Florida*

School Board Experience

Citrus County District School Board Internal Accounts
Clay County School Board*
Hernando County School Board
Lake County District School Board*
Marion County District School Board*
Villages Charter Schools

Other Governmental Experience

Village Community Development Districts, Florida

Non-Profit Experience

Arnette House, Inc.
Childhood Development Services, Inc.*
College of Central Florida Foundation
Florida Agriculture Center and Horse Park Authority*
Florida Thoroughbred Breeders Association
Florida Thoroughbred Breeders and Stallion Awards Program
LifeStream Behavior Center*
Marion County Public Education Foundation
Marion Senior Services, Inc.*
Partnership for Strong Families, Inc.
The Centers, Inc.*

***OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits**

Matthew B. Ganoe, CPA

Audit Senior Manager

EXPERIENCE SERVING CLIENTS

Utility Experience

City of Belleview, Florida (W, S)
City of Eustis, Florida (W, S)
City of Ocala, Florida (E, W, S)
City of Oviedo, Florida (W, S)
City of St. Cloud, Florida (W, S)
Florida Municipal Power Agency (E)
Gainesville Regional Utilities (E)
Kissimmee Utility Authority (E)
Marion County, Florida (W, S)
Sumter Electric Cooperative (E)
Talquin Electric Cooperative (E, W, S)
Utility Commission City of New Smyrna Beach (E, W, S)

(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

Employee Benefit Plan Experience

Childhood Development Services, Inc. 403(b)
Clay Electric Cooperative
Marion Senior Services, Inc.
Munroe Regional Medical Center 401(k)
Munroe Regional Medical Center Pension Plan
Partnership for Strong Families, Inc.
Telecom Service Bureau
The Centers, Inc. 401(k)
The Holding Company of the Villages, Inc.
Villages Charter Schools

Matthew B. Ganoe, CPA
CPE CREDITS

Mr. Ganoe is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2021

- Purvis Gray Winter Tax CPE Series
- FSFOA 2021 Fall Conference – Legislative Update
- FSFOA 2021 Fall Conference – Cyber Attach Simulation: We've Been Hacked! Now What?
- FSFOA 2021 Fall Conference – Internal Account GASB 84: A Side-by-Side Comparison
- FSFOA 2021 Fall Conference – Leadership/Attitude/Healthy Living Update
- FSFOA 2021 Fall Conference – New Ways of Doing Old Things – Cashless Payments
- FGFOA Accounting for Leases GASB 87
- MY CPE Revenue Recognition for NFP's
- My CPE Cover Your Asses Fraud & Internal Controls
- My CPE New Audit Report Standards
- FGFOA GASB Hot Topics
- FGFOA GASB Update
- FGFOA Introduction to Governmental Accounting
- FGFOA Auditor General and Department of Financial Services Update
- FGFOA You've Issued Dept Now What? Post Issuance Disclosure
- FGFOA Common Audit Findings
- FGFOA Providing Government Services in a Remote World
- FGFOA Creating Efficiencies for Internal Audits
- FGFOA Legislative Update
- FGFOA Lies, Lies & Economic Forecasts
- FGFOA Comprehensive Annual Financial Report Tips and Tricks to Ensure Timely & Accurate Reporting
- FGFOA Debt Financing Options Used for Public Infrastructure
- FGFOA Financial Reporting Complexities in Local Governments
- FGFOA Disaster Recovery Accounting & Single Audit Aspects
- FGFOA Florida Open Financial Statement System Getting Ready for 2022
- BDO USA NFP 2021 Audit Quality Update
- BDO USA NFP 2021 GASB Update
- BDO USA NFP 2021 GASB Leases Implementation
- BDO USA NFP 2021 Risk Assessment Methodology for Governments
- BDO USA NFP 2021 Common Reporting Deficiencies in Governments
- Purvis Gray Audit Staff Training
- Surgent McCoy CPE Florida Ethics for CPAs (ETFL)

2020

- PGC ASC 606 Training
- Paycheck Protection Program Loans and the CARES Act
- COVID-19 How to Help your Clients Through This Crisis
- Virus? What Virus? Financial Reporting Implications of the COVID-19 Pandemic
- Cloud Fund Accounting for Non-Profit Organizations Blackbaud Demo
- COVID-19 Everything you Need to Know About FEMA Grants and Preventing Inspector General Findings
- Financial Fraud and Operations Risks
- BDO Alliance USA Health Act COVID-19 The Nuts and Bolts Around the Funding and Compliance
- Practice Issues ASC 606 Revenue Contracts with Customers
- 2018 Yellow Book What you Need to Know
- EBP Audit and Accounting Update – Preparing for 2020 EBP Busy Season
- Non-Profit Accounting Update
- Government Accounting for Debt Transactions
- Employee Benefit Plan Audit Update
- Managing the Audit Process and Instructor Credit
- Risk Assessment and Internal Control

2019

- FGFOA Nature Coast Chapter – GASAB 87 Leases
- FGFOA Nature Coast Chapter – Finance from an IT Perspective
- FGFOA Nature Coast Chapter – Investment Strategies for a Flat Yield Curve
- FGFOA Nature Coast Chapter – Economics Updates
- FGFOA Nature Coast Chapter – Government Accounting Updates
- FGFOA Nature Coast Chapter – Fiduciary Activities
- FGFOA Nature Coast Chapter – Ethical Leadership You Can't Do Without it
- FGFOA Annual Conference – GASB Update
- FGFOA Annual Conference – GASB Hot Topics
- FGFOA Annual Conference – GASB 87 Deep Dive
- FGFOA Annual Conference – State Compliance for Local Governments



PEARCE F. HOGAN, CPA

Audit Supervisor

PURVIS GRAY

CONTACT INFORMATION

Sarasota, Florida
(941) 907-0350
phogan@purvisgray.com

PROFILE

Education

University of Central Florida
2017, BS, Accounting

Professional Credentials

CPA Certificate – 2020 AC55424

Member AICPA and FICPA

Years in Accounting: 4

Years with Firm: 4

EXPERIENCE SERVING CLIENTS

Governmental Experience

Municipalities

City of Alachua, Florida
City of Atlantic Beach, Florida
City of Gainesville, Florida*
City of Fernandina Beach, Florida*
City of Fort Meade, Florida*
City of Frostproof, Florida
City of Mount Dora, Florida
Town of Orange Park, Florida
City of Sarasota, Florida*
City of Williston, Florida

Counties

Alachua County, Florida, Board of County Commissioners*
Alachua County, Florida, Constitutional Officers
Bradford County, Florida, Supervisor of Elections
Bradford County, Florida, Board of County Commissioners*
DeSoto County, Florida, Board of County Commissioners*
DeSoto County, Florida, Constitutional Officers
Nassau County, Florida, Board of County Commissioners*

School Board Experience

Alachua County District School Board
Charlotte County School Board
Clay County District School Board

Utility Experience

Utilities Commission of New Smyrna Beach (E, W, S)
Withlacoochee River Electric Cooperative (E)
City of Fort Meade, Florida (E, W, S)
City of Mount Dora, Florida (E, W, S)
City of Williston, Florida (E, W, S)

Other Experience

North Florida GI Center, L.P.
Santa Fe College Foundation Inc.
D.E. Scorpio Corp.

Non-Profit Experience

Coastal Behavioral Healthcare, Inc.*
Diocese of St. Augustine
First Step of Sarasota, Inc.*
Florida Farm Bureau Federation
Florida Rural Legal Services, Inc.*
Meridian Behavioral Healthcare, Inc.*
Morning Star School
The National Center for Construction Education and Research, LTD.
Three Rivers Legal Services, Inc.
St. Francis Catholic Academy

***OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits**

Pearce F. Hogan, CPA
CPE Credits

Mr. Hogan is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2021

- Purvis Gray Lunch & Learn Series Depreciation
- Purvis Gray Lunch & Learn Series Basis Schedules & K1 Reporting of Grantor Trusts & Disregarded Entities
- Purvis Gray Lunch & Learn Series Accrual to Cash Conversion & SE Health Insurance
- Purvis Gray Lunch & Learn Series Section 199A Roth Conversions and Reporting the Sale of Assets
- Purvis Gray Winter Tax CPE Series
- Purvis Gray Fox It Training
- BDO USA 2021 Alliance USA Conference
- Surgent McCoy CPE Florida Ethics for CPAs (ETFL)

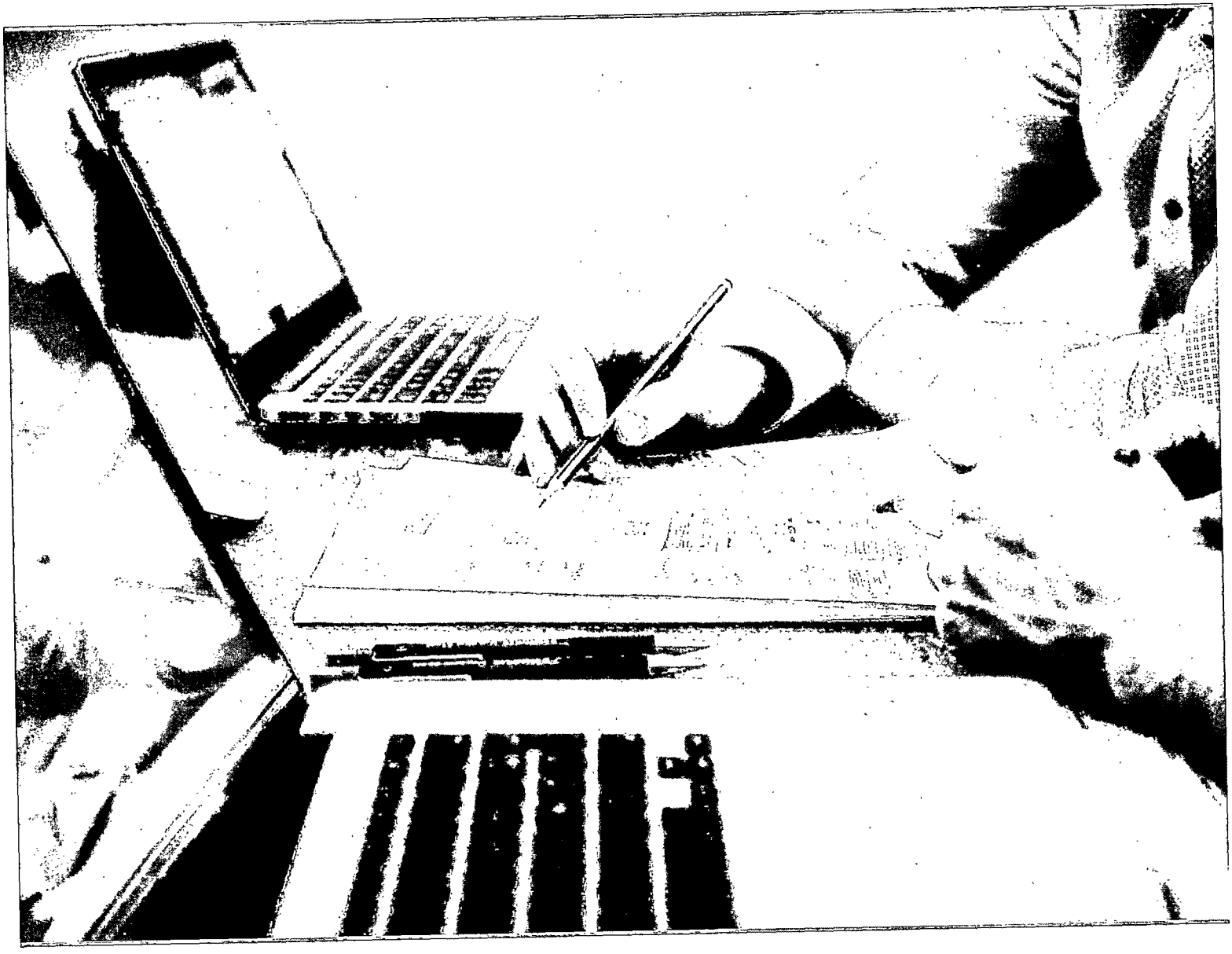
2020

- CiviTek AUP Training Webinar
- Excel Tips and Tricks
- CaseWare Mapping and Connector for Financial Statements
- Government Accounting Standards for Debt Transactions
- CaseWare Fundamentals
- Employee Benefit Plan Audit Update
- Managing the Audit Process
- CARES Act Essentials
- Risk Assessment and Internal Controls

2019

- PGC Accounting and Auditing Update
- Government Audit Standards What you Need to Know to be Compliant
- Major Program Determination and an Overview of the OMB Compliance Supplement
- What is a Single Audit A Basic Background and Overview
- 403(b) Plans Their Background and Overview
- Audit Documentation and Consultations
- Auditing Accounting Estimates
- Audit Data A Analytics a Primer
- Attending Physical Inventory Counts
- Integrated Audits and Overview
- Auditing Accounts Payable and Accrued Expenses
- EBP Update Part I Comments from the US Department of Labor
- EBP Update Part II Internal QC and Department of Labor Inspection Results
- EBP Update Part III Audit and Accounting Update
- EBP Update Part IV Financial Statements and Concluding the Audit
- Auditing Cash
- Auditing Journal Entries
- Auditing Prepaid
- Auditing Property, Plant and Equipment Fixed Assets
- Control Basics
- Basic Audit Techniques
- ITGC Assessments/Working with IS Assurance
- Engagement Partner Supervision and Review
- Engagement Quality Control Reviews
- Employee Stock Ownership Plans
- Financial Disclosures Non-Profit and Education Industry
- Financial Statement Areas and Assertions
- Financial Statement Preparation and Review
- Identify and Assess Risk Part I
- Information Produced by the Entity an Overview
- IFRS Update Part I Financial Instruments
- Fundamentals of Corporate Taxes
- UBI and the 990 T A Primer
- Tax Reform and Your Boards' Role
- Plan Corrections Under EPCRS
- SALTL Calculations Principles and Methods
- New Views on Non-Profits Compensation and Benefits
- PGC Summer CPE

G—Audit Approach



G—AUDIT APPROACH

Understanding the Scope of Services

We have received your RFP No. 22-003 for *Audit Services*, and we **understand the Schedule of Audit Work to be performed, and give you our express commitment to meet or exceed the performance specifications and time requirements stated in the RFP. We understand the auditing standards to be followed, and the required reports to be issued.**

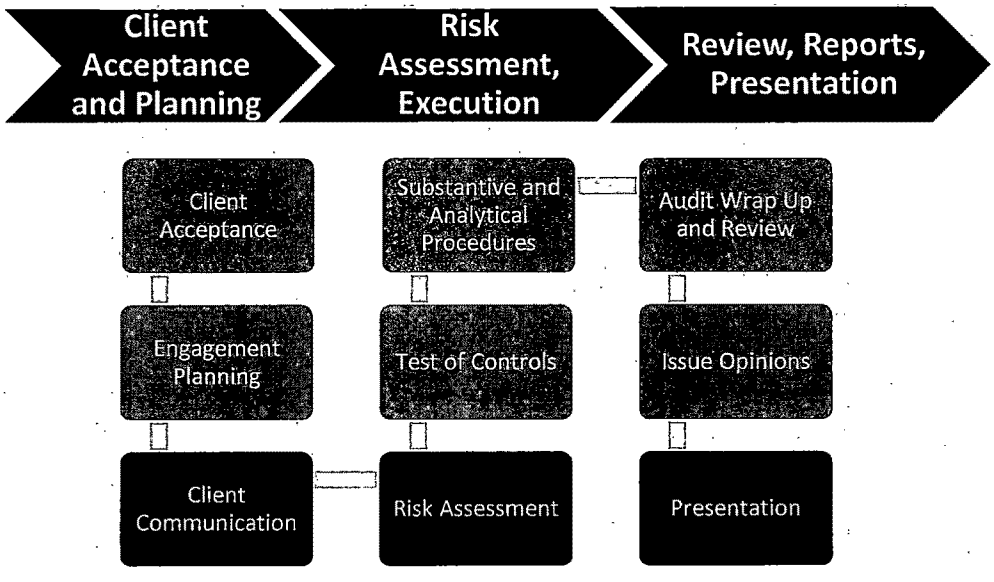
Recent, Current, and Projected Workloads

The firm has been providing audit and accounting services for many years and is proud of its record of delivering quality and timely services to its clients. A substantial percentage of our audit clients are governmental entities. We are highly experienced in managing the audits and work closely with our clients to arrive at mutually acceptable dates of fieldwork and delivery. We take our commitment to provide services to our clients very seriously. Each year we schedule our annual workload well in advance. Prior to proposing on new clients, we evaluate our capacity to ensure we only respond if we will be able to meet or exceed our clients' needs. We are highly experienced at managing audits and work closely with our clients to arrive at mutually acceptable dates of fieldwork and delivery.

Work Plan and Proposed Segmentation of the Engagement

As required by audit standards, our audit methodology is a *risk-based approach*. This methodology focuses the audit resources on the areas where risks (i.e., of fraud, irregularities, financial statement errors) are most likely to occur. It emphasizes the "big picture" over the trivial details.

The audit process can be further broken down into the following steps:

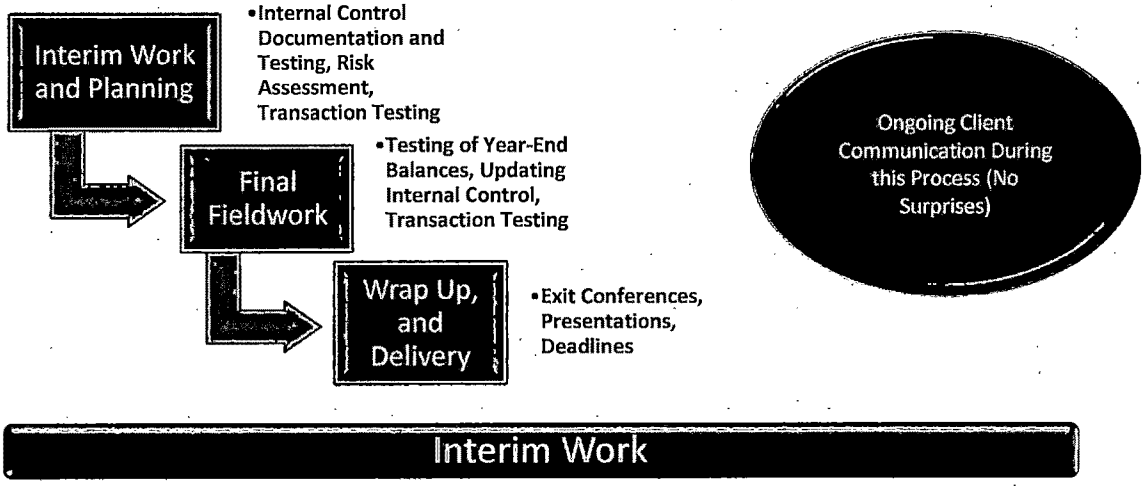


Upon being engaged as your auditors, we would immediately complete our formal due diligence/client acceptance procedures, execute an engagement letter, review the prior auditor's workpapers after proper notification by the City, and schedule planning meetings with City management.

The purpose of these meetings are as follows:

- Confirm roles and expectations.
- Discuss specific accounting, financial reporting, and current year developments.
- Develop specific performance measures to ensure mutual understanding of the audit process.
- Develop timelines to confirm shared performance expectations for on-time deliverables.
- Request key financial reporting cycle and other permanent file documentation.

Our work plan will be developed in coordination with your staff and will be modified where the audit objective can be achieved in a manner least intrusive to your operations. One of our firm's goals is to perform as much audit work as possible during interim fieldwork. This minimizes the pressure on your staff to maintain timetables and meet deadlines after year-end. In addition, it permits the earliest possible identification and resolution of complex accounting and auditing issues. Our preliminary plan has been prepared as follows:



Interim Work

- A letter communicating the details of the audit plan for interim and year-end procedures will be provided to those charged with governance.
- Entrance conferences with the City's Manager/Finance Director and other key personnel, regarding the City's operations, audit assistance, and other pertinent items will be held in accordance with revised Scope of Services throughout the term of the audit.
- Immediately following the initial conference, the following elements of the work plan will be executed. Review the City's operating systems, budget, organizational charts, internal controls, data processing operations, financial reports, internal audit reports, Board minutes, resolutions, and regulatory correspondence, etc. Determine preliminary materiality limits and perform risk assessment procedures.
- Review the City's federal awards and state financial assistance. Identify major programs or projects and related compliance requirements, plan approach for internal controls, and compliance tests required by the Federal and State *Single Audit Acts*.
- Perform a review of the internal controls used in the computer environment related to financially significant systems. This review will be performed by individuals from our IT Department along with Audit Department personnel.
- Establish or revise estimated time requirements by entity and functional area following interim work performed.
- Prepare preliminary audit programs based upon risk assessment procedures performed.
- Perform preliminary procedures (such as permanent file construction, review of prior year workpapers, verification of beginning balances, coordination of schedule preparation, confirmations, etc.).

- Perform interim fieldwork at a time agreed-upon with the City's staff.
- Perform preliminary analytical procedures to identify areas of concern and resolve at earliest possible date.
- Initiate Single Audit procedures - internal control and compliance tests.
- Hold meetings, as applicable, to assess and discuss the impact of significant regulatory and accounting standard changes.
- Assist with year-end cutoff procedures (such as finalize confirmations, determine status of in-process construction) and observe taking of annual inventory.

Final Fieldwork

- Hold pre-audit meeting with the City's management and other key personnel.
- Perform final year-end audit fieldwork, including sampling, vouching, internal control tests not completed during interim, compliance tests, and substantive tests, including Single Audits.
- Complete all audit fieldwork according to timetable of each year.

Wrap Up/Presentation

- Perform Purvis Gray's independent (in-house) reviews and post-fieldwork analytical review.
- Prepare the City's draft of financial statements, notes, and draft auditor's reports, and related letters.
- Hold preliminary exit conferences with the City's management and other key personnel and deliver preliminary draft auditor's reports and comments.
- Deliver final copies of independent auditor's reports on internal control and compliance after final exit conference.
- Present the final annual comprehensive financial report to the City Commission each year.

Interim and final fieldwork will be further segmented along fund lines and by cross fund areas that are common to all funds. Cross fund areas will include: cash and investments, accounts payable, payroll/benefits, budgets, capital assets, debt, Single Audit (if applicable), pensions, and utility billing. The Single Audit, if applicable, will be conducted across all department grant programs/projects, and all grant revenues, receivables, and unearned revenues and expenses.

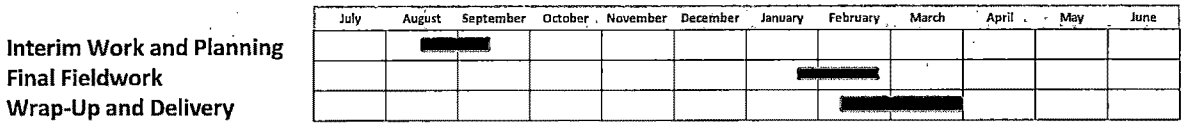
Proper planning and communication are essential to an effective and efficient audit. At least one month prior to interim and final fieldwork, Purvis Gray will prepare the client request list using Suralink. This provides a dynamic request list that is integrated with a secure file hosting system (hosted in SOC 2 compliant data centers) for seamless document coordination between the client and the auditor. With Suralink's dynamic request list all audit requests and documents provided by the City are in one place, updated in real time, and accessible by everyone working on the engagement, including the City's team members. The City may assign individual users to each request and monitor audit progress with dashboard and email notifications, customized by each individual user.

Issues are identified, discussed, and resolved as early as possible. All members of the audit team and the firm are available to the City's management at all times throughout the process. Our audit approach utilizes substantive tests, compliance tests, tests of controls, and analytical procedures.

G—AUDIT APPROACH

Timeline of Work Plan

One of our firm's goals is to perform as much audit work as possible during interim fieldwork. This allows us to better schedule our annual workload and minimize the pressure on your staff to maintain timetables and meet deadlines after year-end. In addition, it permits the earliest possible identification and resolution of unique or unusual accounting and auditing issues. Our start and finish dates for each segment of the audit are listed below:



We fully intend and expect to meet all of your audit deadlines, including the March 31 GFOA submission deadline.

Level of Staff

Estimated hours, by staffing level and segment, are as follows:

Hours By Segment	Partner	Managers	Supervisor/ Senior	Staff	Total
Interim Fieldwork					
Audit Planning and Administration (Incl. Staff Supervision and Review)	10	15	10	-	35
Internal Controls (Key Control Identification and Walkthroughs)	-	-	10	40	50
Information Technology General Controls Review	-	25	-	-	25
Total Interim Fieldwork	10	40	20	40	110
Final Fieldwork					
Audit Planning and Administration (Incl. Staff Supervision and Review)	20	20	10	-	50
Cash and Investments	-	-	5	15	20
Governmental Revenues and Accounts Receivables	-	5	15	-	20
Utility Revenues and Accounts Receivables	-	10	15	-	25
Inventory	-	-	-	5	5
Capital Assets	-	-	-	20	20
Accounts Payable and Expenditures/Expenses	-	-	-	20	20
Debt (Incl. Compliance)	-	15	-	-	15
Equity/Fund Balance	-	-	5	-	5
Payroll	-	-	-	20	20
Pensions/OPEB	-	15	15	-	30
Single Audit	5	5	15	10	35
Community Redevelopment Agency	5	5	10	20	40
Total Final Fieldwork	30	75	90	110	305
Wrap-Up and Delivery					
Audit Completion Procedures and Reporting	15	15	10	-	40
Assistance and Review of the Annual Comprehensive Financial Report	5	10	5	-	20
Total Wrap-Up and Delivery	20	25	15	-	60
Total Estimated Audit Hours	60	140	125	150	475

Approach for Sampling for Tests of Compliance

Statistical sampling will be used on this engagement and will be coordinated with other audit procedures to achieve audit objectives in the most efficient manner possible. Statistical sampling will be used in relation to audit procedures for:

- Tests of Controls
- Substantive Tests of Transactions and Account Balances
- Tests of Compliance with Laws and Regulations
- Attribute Sampling

All sampling will be performed in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Uniform Guidance; Chapter 10.550, *Rules of the Auditor General;* and State Department of Financial Services, *State Projects Compliance Supplement*.

Analytical Procedures

Analytical procedures will be used extensively on this engagement. Initial applications will be used in general planning to improve the firm's understanding of operations and to identify areas of increased risk and extended audit procedures. Analytical procedures will also be used to facilitate the development of the audit program.

During the audit fieldwork, analytical procedures will be used as substantive tests to significantly reduce or eliminate certain tests of details. Analytical procedures will be used in the following and other audit areas:

- Operating and Grant Revenues
- Payroll and Fringe Benefits
- Debt and Debt Service Expenditures
- Inventories
- Operating Expenses/Expenditures

Approach to Auditing Internal Control Structure, Including IT General Controls

Auditing standards require auditors to obtain an understanding of internal control sufficient to assess the risk of material misstatement of the financial statements due to error or fraud, and to design the nature, timing, and extent of further audit procedures.

We will perform audit procedures to obtain an understanding of the design and implementation of the City's key controls in each significant audit area. Understanding the key controls will include an extensive review and documentation of the City's control environment, risk assessment activities, information and communication systems, monitoring activities, and control activities.

As part of understanding the control activities, we will identify significant classes of transactions and cycles and other areas with significant risks or fraud risks. Common areas identified include, but are not limited to, the following:

- *Significant Classes of Transaction and Cycles*:
  - Cash
  - Investments, Investment Compliance
  - Utility Revenues – Billing, Accounts Receivable, Cash Receipts
  - Grants Revenues and Expenditures – Accounts Receivable, Cash Receipts and Disbursements
  - Accounts Payable and Expense/Expenditure – Purchasing, Cash Disbursements
  - Payroll and Related Liabilities – Human Resources, Payroll Disbursements
  - Capital Assets and Capital Outlay
  - Debt Compliance

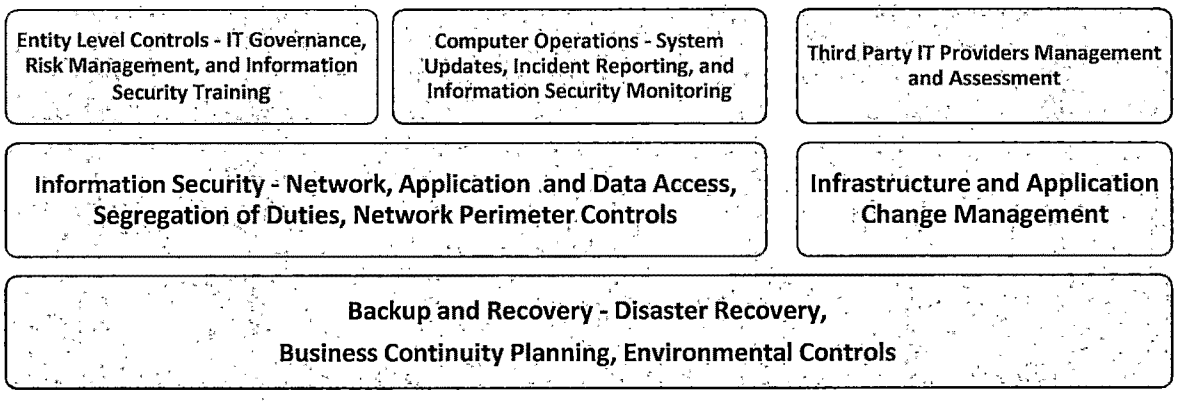
- *Other Areas with Significant Risks or Fraud Risks*:
  - Unusual Transactions
  - Significant Estimates
  - Subsequent Events
  - Information Technology Risks

For significant classes of transactions and cycles, we will gain an understanding of the processes and controls over initiating, authorizing, recording, processing, reporting, and reconciling. We will:

- Request, obtain, and review available City policies and procedures, flowcharts, and other documentation.
- Review City-provided documentation against practice aids and best practices.
- Develop and update our business process and internal control narratives, flowcharts, checklists, and other documentation based on our review of City-provided documentation against our practice aids.
- Meet with and interview key Financial Department personnel and department directors or staff of key offices and programs to further develop and update our understanding of the processes and controls to include:
  - Identify the key manual and automated controls.
  - Confirm with management that the key controls have been properly identified.
  - Evaluate whether the key controls are properly designed and implemented by performing audit procedures, including observation, inspection, performance, and confirmation to obtain audit evidence that the controls are properly designed and implemented.
  - Identify any weaknesses in the design or implementation.
- Discuss any weaknesses in internal control with management to confirm our understanding or to receive additional information or identify compensating controls, if any.
- Consider performing tests of controls (to test the operating effectiveness of the controls during the City's fiscal year) if controls have been properly designed and implemented.

For significant risks and fraud risks, we will identify the key controls, evaluate whether they have been properly designed and implemented, and design further audit procedures (tests of details) to specifically address those risks.

For information technology risks, we will gain an understanding of the IT environment, including the Information Technology General Controls, which includes determining suitability of design and whether the control is implemented. The following are various types of IT General Controls that typically are evaluated as part of the financial audit process:



G—AUDIT APPROACH

Our IT Auditors will work with your IT professionals to evaluate the IT General Controls relevant to your financial applications that are key to the financial audit to advise and assist in the type, timing, and degree of testing performed by the audit team. This is usually accomplished through a questionnaire and checklist to be completed by your IT personnel followed up by interviews, inspection, and testing as deemed necessary by our IT Auditors. ***Additionally, it is not uncommon for our IT Auditors to offer valuable formal or informal recommendations to further mature and refine your IT General Controls as a result of this process.*** The familiarity we gain from completing this work which is required for your financial audit will also make us very familiar with your IT platforms, ERP, and all other aspects of your IT. This is helpful in the event that we may be of further service beyond the Financial Audit in any areas of IT consulting and Assessment services that we offer.

Software

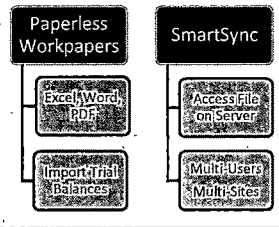
Purvis Gray values security and strives to protect data provided by the City. Our auditor's laptops are encrypted and communications between the auditor and Purvis Gray's servers are performed over a secure VPN connection. The following are the various computer audit software tools used by Purvis Gray:

suralink

Suralink's Dynamic Request List is Integrated with a Secure File Hosting System for Seamless Document-Coordination Between the Client and the Auditor

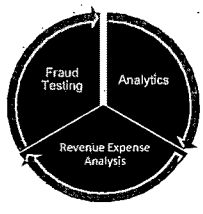
CASEWARE

Paperless Audit Engagement Software System - CaseWare Working Papers and SmartSync



IDEA Data Analysis Software

Computer-Assisted Audit Techniques (CAAT) Software - CaseWare's IDEA with SmartAnalyzer and Excel





CHECKPOINT™ TOOLS

Research and Audit Checklists, Worksheets, Programs, Letters – Thomson Reuters PPC Checkpoint Tools

Research, Reference Material, Checklists, Audit Programs, Practice Aids PPC Checkpoint Tools

G—AUDIT APPROACH

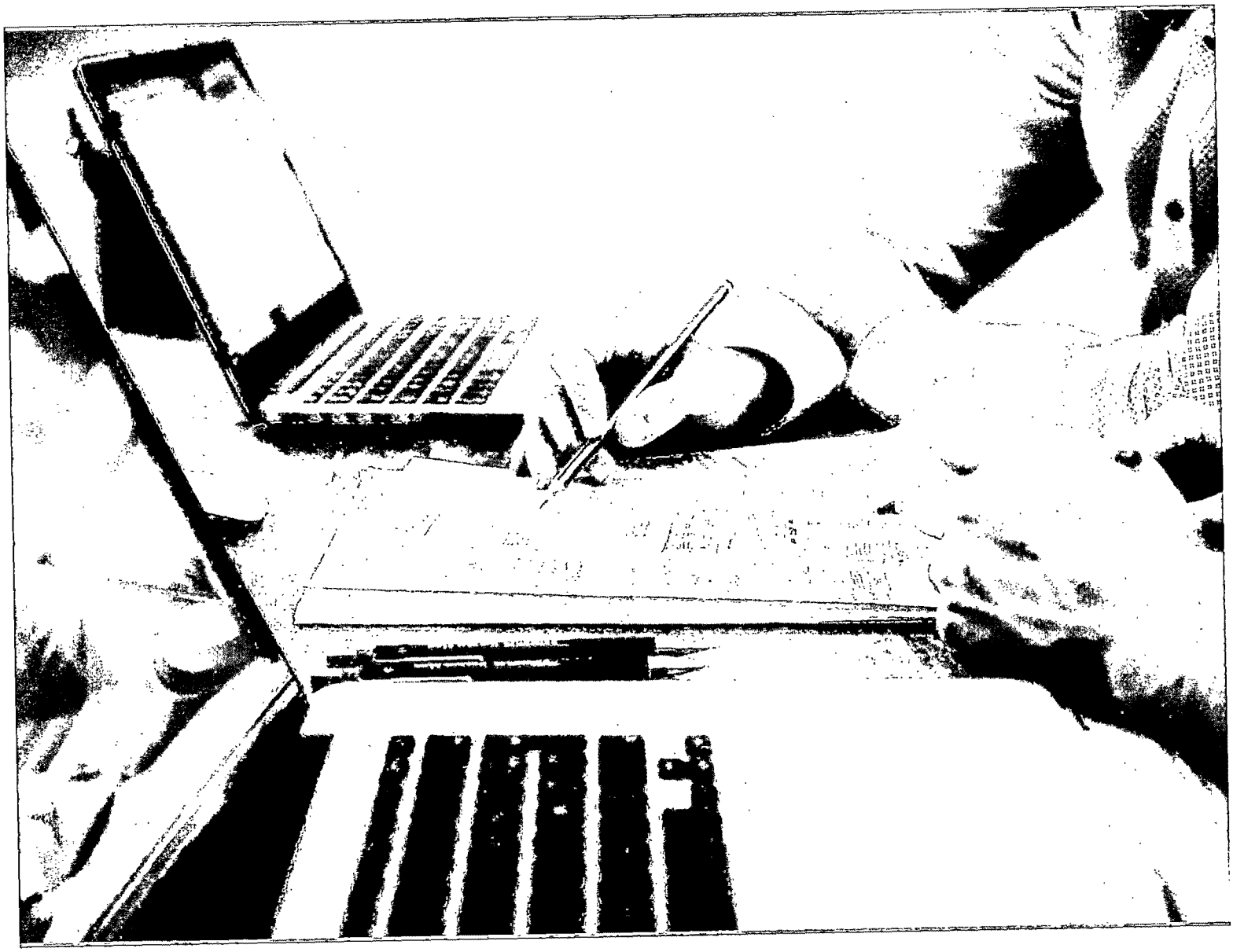
Approach to the Single Audit

Procedures specific to testing of major federal and state programs are as follows:

- Determine if the City has $750,000 of federal or state expenditures during the audit period, which would require a federal or state single audit.
- Determine if the City has been identified as a "low risk" auditee from prior years to determine percentage of federal assistance required to be audited. This determination is not applicable for state projects.
- Classify federal expenditures between Type A and Type B programs based on total federal or state expenditures and the federal and state formulas.
- Review Grant Program Internal Controls, prior findings, if any, and inherent risk to identify major federal and state programs to be detail audited using risk-based approach.
- Test internal controls over direct and material compliance requirements for all major programs based upon the OMB Compliance Supplement and the Department of Financial Services' State Projects *Compliance Supplement.*
- Review grant agreements for all major programs, confirm with grantor agency various information related to programs selected for testing, including the amount paid during the current audit period, and other relevant items.
- Reconcile expenditures reported on the SEFA to the underlying accounting records. Audit grant revenues and expenditures charged to grant programs to ensure allowability and that indirect costs are properly charged.
- Review the SEFA and related notes and ensure the information agrees to supporting accounting records and grant audit work performed.
- Prepare the auditor's report on the SEFA and the auditor's report on compliance and internal control over each major program.
- Prepare the Summary Schedule of Findings and Questioned Costs.
- Prepare or assist in the preparation and filing of the Data Collection Form with the Federal Clearing House and prepare the Auditor's certification of the submission.

The work above will be performed by a Single Audit specialist on the engagement team and may vary based upon the specific programs selected for testing and the unique compliance features of each.

H—PRICE PROPOSAL



PRICE PROPOSAL FORM
RFP #22-003 AUDITING SERVICES

COMPANY NAME Purvis, Gray and Company, LLP

A. ANNUAL PRICE PROPOSAL FOR AUDITING SERVICES AS DESCRIBED IN RFP #22-003 FOR FISCAL YEARS ENDING 2022, 2023, 2024:

2022	$ 44,000.00
2023	$ 44,750.00
2024	$ 45,550.00
TOTAL	$ 134,300.00

B. ANNUAL PRICE PROPOSAL FOR SINGLE AUDIT FEE:

2022	$ 4,500.00
2023	$ 4,500.00
2024	$ 4,500.00
TOTAL	$ 13,500.00

C. ANNUAL PRICE PROPOSAL FOR ASSISTANCE AND/OR REVIEW OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT, IF REQUIRED:

2022	$ 2,500.00
2023	$ 2,500.00

2024 $ 2,500.00

TOTAL $ 7,500.00

D. ANNUAL PRICE PROPOSAL FOR AUDITING SERVICES FOR COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEARS ENDING 2022, 2023, 2024:

2022 $ 5,000.00

2023 $ 5,000.00

2024 $ 5,000.00

TOTAL $ 15,000.00

(Renewal options for (2) one-year renewal periods may be negotiated for services provided in items A through D).

3-3-2022
Date

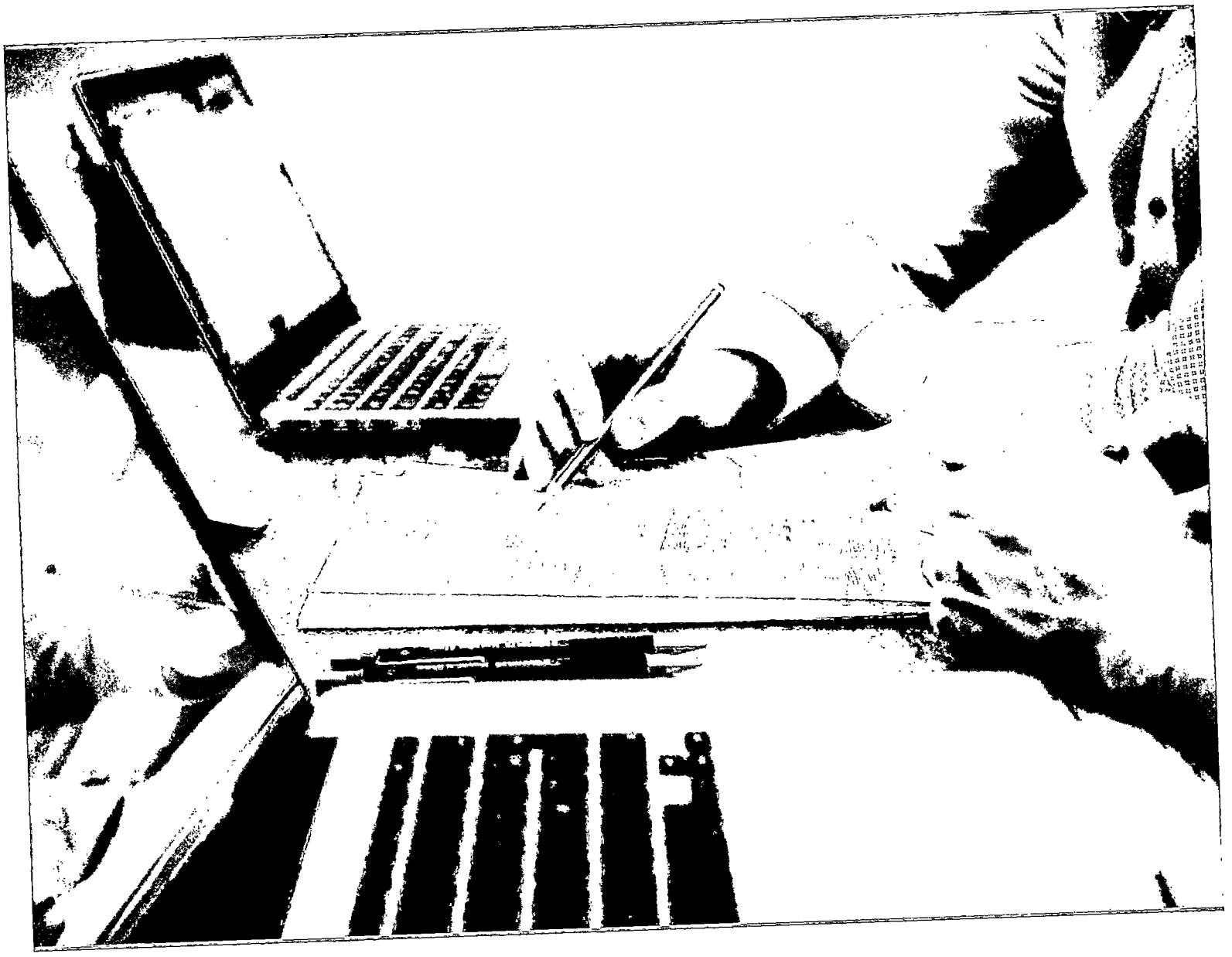
Purvis, Gray and Company, LLP
Company Name

AD0041478
FL License Number

Timothy M. Westgate, CPA, Partner
Authorized Officer (print)

Authorized Signature

REQUIRED FORMS



DRUG-FREE WORKPLACE STATEMENT

Purvis, Gray and Company, LLP complies with all regulations related to a drug-free workplace as defined in Florida Statute 287.089.

Timothy M. Westgate, CPA
Partner

ocoee
florida

EXHIBIT "G"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

Purvis, Gray and Company, LLP
Firm Name

Signature

Timothy M. Westgate, CPA, Partner
Name and Title (Print or Type)

3-3-2022
Date

RFP #22-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF SERVICES/PRICE PROPOSAL FORM" ARE ACCURATE AND WITHOUT COLLUSION.

Purvis, Gray and Company, LLP
COMPANY NAME

352.732.3872
TELEPHONE (INCLUDE AREA CODE)
352.732.0542
FAX (INCLUDE AREA CODE)
twestgate@purvisgray.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

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

Timothy M. Westgate, CPA, Partner
NAME/TITLE (PLEASE PRINT)

2347 SE 17th Street
STREET ADDRESS
Ocala, Florida 34471
CITY STATE ZIP

FEDERAL ID # 59-0548468
____Individual ____Corporation ____Partnership ____Other (Specify) LLP

Sworn to and subscribed before me this 3 day of March, 20 22.

Personally Known x or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of FLORIDA
County of MARION

Signature of Notary Public

Jessica Kelsey
Printed, typed or stamped
Commissioned name of Notary Public

JESSICA KELSEY
Notary Public - State of Florida
Commission # GG 326138
My Comm. Expires Apr 21, 2023
Bonded through National Notary Assn.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2022

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

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

PRODUCER
McGriff-Williams Insurance
3501-A W. University Ave
Gainesville FL 32607

CONTACT NAME: Heidi Tapanes
PHONE (A/C, No, Ext): 352-371-7977 FAX (A/C, No): 352-505-2083
E-MAIL ADDRESS: heidi@mcgriffwilliams.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied Property and Casualty	42579
INSURER B : Associated Industries Ins Co	23140
INSURER C : General Star Indemnity	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PURVI-1
Purvis Gray & Co., LLP and
Purvis Gray Tech. Group LLC
PO Box 141270
Gainesville FL 32614

COVERAGES **CERTIFICATE NUMBER:** 980135021 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	ACPBPOC5995521854	5/31/2021	5/31/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ACPBPOC5995521854	5/31/2021	5/31/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ACPCAP5995521854	5/31/2021	5/31/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	AWC1166790	5/31/2021	5/31/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Employee Dishonesty Bond			BDC7900387274	5/31/2021	5/31/2022	$500,000	
C	Professional			C55287-00060-21-00	9/21/2021	9/21/2022	$5,000,000	

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

CERTIFICATE HOLDER

Informational Purposes Only
****
****

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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12. **SUMMARY OF LITIGATION:**

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

NONE

13. **ACKNOWLEDGMENT OF ADDENDA:**

Proposer acknowledges receipt of the following addenda:

No. 1 Dated February 24, 2022
No. 2 Dated March 1, 2022
No. _____ Dated _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2022

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

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

PRODUCER McGriff-Williams Insurance 3501-A W. University Ave Gainesville FL 32607	CONTACT NAME: Heidi Tapanes PHONE (A/C, No, Ext): 352-371-7977 FAX (A/C, No): 352-505-2083 E-MAIL ADDRESS: heidi@mcgriffwilliams.com
INSURED PURVI-1 Purvis Gray & Co., LLP and Purvis Gray Tech. Group LLC PO Box 141270 Gainesville FL 32614	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Allied Property and Casualty 42579 INSURER B : Associated Industries Ins Co 23140 INSURER C : General Star Indemnity INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 359084184 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	ACPBPOC5995521854	5/31/2021	5/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		ACPBPOC5995521854	5/31/2021	5/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	Y		ACPCAP5995521854	5/31/2021	5/31/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	AWC1166790	5/31/2021	5/31/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A C	Employee Dishonesty Bond Professional			BDC7900387274 C55287-00060-21-00	5/31/2021 9/21/2021	5/31/2022 9/21/2022	$500,000 $5,000,000	

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

Certificate Holder is listed as an additional insured. Workers' compensation and general liability contain waiver of subrogation in favor of certificate holder.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STAFF REPORT

Meeting Date: May 5, 2026
Item #: 8

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

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval of the One (1) Year Optional Renewal of the existing Continuing Contracts for RFQ #21-006 Continuing Planning and Landscape Architectural Service. (Procurement Manager Tolbert)

Background Summary:

The City of Ocoee (the City) entered into a five-year term contract on August 17, 2021, with CPH Consulting, LLC, GAI Consultants, Inc. and Kimley-Horn and Associates, Inc. for RFQ #21-006 Continuing Planning and Landscape Architectural Services. These contracts are to provide professional planning and landscape architectural services on a continuing and periodic basis as the need for such services may arise.

The term on the existing contracts expires on August 16, 2026. However, the contract allows the City the option of extending the term an additional one (1) year renewal. A new Solicitation for Continuing Planning and Landscape Architectural Services will be advertised early in the coming year; execution of contracts for the new Request for Qualifications will supersede and cause early termination of the current contracts.

Issue:

Should the Honorable Mayor and City Commission extend the term of RFQ #21-006 Continuing Planning and Landscape Architectural Services contracts for an additional one (1) year optional renewal until August 16, 2027?

Recommendations:

Staff recommends the Honorable Mayor and City Commission:

1. Approve the one (1) year optional renewal for RFQ #21-006 Continuing Planning and Landscape Architectural Services for the existing term contracts with CPH Consulting, LLC, GAI Consultants, Inc. and Kimley-Horn and Associates with a new contract expiration date of August 16, 2027.
2. Authorize the Mayor, City Clerk, and staff to execute all necessary contract documents with these three (3) firms.
3. Authorize the City Manager to approve change orders to these contracts up to the limit of his purchasing authority for each change order.

Attachments:

1. Signature page for RFQ #21-006 Contract Renewal - CPH Consulting LLC
2. RFQ #21-006 Contract - CPH Consulting, LLC
3. Signature page for RFQ #21-006 Contract Renewal - GAI Consultants, Inc.
4. RFQ 21-006 Contract - GAI Consultants, Inc.

5. Signature page for RFQ #21-006 Contract Renewal - Kimley-Horn and Associates, Inc.
6. RFQ 21-006 Contract - Kimley-Horn and Associates, Inc.

Financial Impacts:
Funding for each task order/purchase order for planning and landscape architectural services will be as budgeted each fiscal year, in accordance with the State of Florida Consultants' Competitive Negotiation Act (CCNA).

Type of Item: Consent

CITY OF OCOEE SIGNATURE PAGE FOR CONTRACT RENEWAL FOR RFQ #21-006 CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

(The City of Ocoee and the Consultant hereby agree to extend the above-referenced Contract for an additional one (1) year optional renewal term, with a new Contract expiration date of August 16, 2027. All other terms and conditions of the Contract shall continue in full force and effect.)

CONSULTANT: CPH CONSULTING, LLC

BY (sign): _____

PRINT NAME: Nikhel Jindal

TITLE: Senior Vice President

DATE: 4/21/2026

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____
Melanie Sibbitt, City Clerk

_____
Rusty Johnson, Mayor

DATE: _____

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 202__.

FISHBACK DOMINICK

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

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

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

June 9, 2022

To Whom It May Concern:

Re: CPH, Inc. Name Change to CPH Consulting, LLC

Please be advised that we have changed our official name from CPH, Inc to CPH Consulting, LLC as a part of our conversion from a S-Corporation to a LLC. CPH will continue to provide exceptional service in all areas of practice including Civil Engineering, Architecture, Water/Wastewater, MEP, Structural, Landscape Architecture, Survey, Planning, Environmental Services, Transportation and Program/Permit Management. There is no change to our Company Tax ID Number, Licensing, Personnel, or our capacity to deliver quality services that you have come to expect.

We have attached a new W-9 for your accounting records, and we look forward to continuing to serve you. Please don't hesitate to contact us with any questions at namechange@cphcorp.com.

Sincerely,
CPH Consulting, LLC

Peter-John F. Sutch, P.E., LEED AP
President / CEO

CONTINUING CONSULTING AGREEMENT FOR PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

THIS AGREEMENT made and entered into this 17th day of August, 2021, by and between the **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY", and **CPH, INC,** a Florida corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY needs professional planning and landscape architectural services to be performed on a continuing and periodic basis as the need for such services may arise, per the CITY's RFQ #21-006 Continuing Planning and Landscape Architectural Services, attached as Exhibit A; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the professional planning and landscape architectural services required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon said terms and conditions, per CONSULTANT'S qualification package attached as Exhibit B; and

WHEREAS, the CITY shall have the option to use the CONSULTANT's professional planning and landscape architectural services ("Services"), as further described below, for City projects (hereinafter referred to as "Project" or "Projects"); and

WHEREAS, the City has selected the CONSULTANT in accordance applicable law and the rules and ordinances of the City, and this Contract shall constitute a continuing contract to perform services on an as needed basis over a period of time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION I

SCOPE OF SERVICES

1. CONSULTANT shall diligently and in a professional and timely manner perform the General Services and the Special Services (as each is defined herein) for the CITY. The General Services and the Special Services are sometimes referred to herein collectively as the "Services."

1.1 GENERAL SERVICES

CONSULTANT hereby agrees to perform for CITY professional Planning and Landscape Architectural services (collectively, the "General Services") as directed by the City's Designated Representative, in accordance with Service Authorizations as authorized by Purchase Orders issued by the City under the continuing contract.

1.1.1 Long-range and Comprehensive Planning Services:

a. Services relating to and the drafting of plans that supplement or support the City's comprehensive plan, its implementation, or its revision

b. Services relating to or the drafting of revised comprehensive plan elements

c. Special studies that further the revision or implementation of the City's comprehensive plan

d. Planning efforts related to maintaining the City's comprehensive plan

e. Proposed documents that relate to cooperative comprehensive planning with other units of local government

1.1.2 Land Development Regulation Services:

a. Drafting part of all of a land development code component or a related set of code components

b. Drafting regulations creating special overlay districts and affecting their management

c. Form-based land development regulations, policies, and review procedures

d. Design studies

e. Special studies that may lead to amendment of land development regulations

1.1.3 Master Planning Services:

a. Preparation of master plans for designated areas of the City and adjacent unincorporated areas within the Joint Planning Area

b. Creation of site plans

c. Development of conceptual plans for specified properties and areas of the City

1.1.4 Miscellaneous Services:

a. Conduct traffic data collection

b. Provide travel demand modeling

c. Conduct GIS mapping and analyses

d. Perform development review

e. Provide contract staff for routine planning tasks

1.1.5 Landscape Design Services:

a. Planting Plans

b. Hardscape Plans

c. Irrigation Plans

d. Streetscape Plans

e. Decorative Lighting Plans

f. Amenity Package Plans

g. Corridor Design Master Plans

1.1.6 Park Design Services:

a. Park Master Plans

b. Infrastructure Plans

c. Signage Plans

d. Pathway Plans

e. Recreational Facility Plans

1.1.7 Landscape Consultation Services:

a. Florida Friendly Plant Materials

b. Arbor Preservation

c. Code Input

d. Engineering Interface

e. Plant Material Identification

f. Private Project Review

1.2 SPECIAL SERVICES

In addition to the General Services authorized by Paragraph 1.1 hereof, Consultants shall perform such other professional services (collectively, the "Special Services") as may be authorized by a Purchase Order based on a Service Authorization and a Proposal.

Due to the potential complexity of task orders that may be awarded through this contract, the chosen firms may need to sub-contract with a variety of other professional firms to undertake all aspects of a task order. This team may include consultants specializing in public participation, transportation planning, geotechnical evaluations, tele-communications, utilities, stormwater analysis, irrigation design, MEP engineering, roadway design, architecture, real estate analysis, financing, market analysis, and community place-making, among others. It should be noted that the City already has Continuing Service Providers under contract for Civil Engineering, Architecture, Surveying, and Utility Modeling, and Geotechnical Testing services. Should any portion of the planning effort require detailed professional services contained within the contracts of these existing professional firms, the City shall have the right to direct certain portions of the work to these entities. Coincidently, the City will reserve the right to approve all sub-consultants proposed by each contracted Continuing Services Provider; however, none of the subconsultants will be identified as Continuing Service Providers for contract purposes and will be solely responsible to their respective Planning / Landscape Architectural team leader for remuneration and direction.

Special Services may include, but are not limited to, the following types of work tasks:

1.2.1 Analysis of detailed historic economic and demographic data affecting the area, including regional influences and conditions.

1.2.2 Identification of historical development patterns within the area and analysis of anticipated future trends including prior planning efforts within the study area.

1.2.3 Identification of environmental records indicating potential contamination on sites within the study area.

1.2.4 Analysis of existing and future market conditions affecting the projected form of development and redevelopment of the area to help create viable new businesses.

1.2.5 Preparation of an infrastructure master plan for utilities, roadways, mass transit, walking/bicycle paths, sidewalks, streets/streetscapes, public amenities, parks, parking, stormwater management, tele-communications, and electric power, including general cost estimates for each.

1.2.6 Preparation of a brownfield plan identifying areas for remediation, reclamation, and redevelopment.

1.2.7 Presentation of various conceptual design scenarios based upon expected development patterns and visioning exercises resulting in a strategic character of development including architectural themes, streetscapes and public places.

1.2.8 Presentation of a specific implementation strategy including funding scenarios with timing options, partnership opportunities, and grant opportunities.

1.2.9 Creation of public involvement, marketing, and place-making strategies to enhance the planning process and ultimately promote the continuing evolution of the development plan including cultural and arts activities, social media, advertising and economic outreach programs.

2. CONSULTANT shall perform such services in accordance with the terms and conditions of this Contract and with applicable regulations and requirements of all interested government agencies. It is expressly understood, however, that the CITY shall have no obligation to authorize CONSULTANT to perform any services under this Contract, and may, in its sole discretion, retain other consultants to perform any or all of the services authorized under this Contract.

3. CONSULTANT shall utilize sufficient qualified personnel acceptable to the CITY to perform all services under this contract and any Services Authorization issued hereunder. CONSULTANT shall promptly remove any person from performing services, as the CITY shall request in writing (which request may be made by the CITY with or without cause), and promptly replace such person with a person who shall be approved in writing by the CITY. CONSULTANT agrees to include a similar provision in its agreements with any and all Subconsultants.

SECTION II

TERM

1. Continuing Contract. This Agreement shall continue in full force for an initial period of three (3) years, beginning on **August 17, 2021**, with two (2) automatic one-year renewable extensions, for a total of five (5) years. Each one-year renewable term shall automatically be renewable for the next succeeding one-year term with the condition that the CITY'S obligation to pay under this Agreement for each year is contingent upon the CITY in its good faith judgment having sufficient funds to make an annual appropriation for the Services to be provided under this Agreement. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The CITY shall have the option of extending the term an additional one (1) year. The above time periods may be extended to complete Services being rendered under a Project that has already been identified in a Services Authorization issued prior to the expiration of the Agreement.

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

3. The CITY does not guarantee, warrant, or represent that any number of Projects or any particular type of Project will be assigned to the CONSULTANT under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. The

CITY shall have the sole discretion to select the Project(s), if any, that may be given to the CONSULTANT.

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

SECTION III

COMPENSATION

1. Method of Payment: For services rendered by CONSULTANT under a Services Authorization, the CITY shall pay CONSULTANT by one of the following methods: (i) a lump sum amount; or (ii) per diem or hourly rates which shall be used as the basis, along with reimbursable expenses, for establishing a guaranteed maximum price ("GMP") which shall not be exceeded. For Services Authorizations issued with a GMP, the CITY shall reimburse CONSULTANT for the cost of permissible out-of-pocket expenses (hereinafter referred to as "Reimbursable Expenses") incurred by CONSULTANT in the performance of services. A Reimbursable Expenses budget, if required, shall be included within each Services Authorization priced on a GMP basis. Reimbursable Expenses means the actual, necessary, and reasonable expenses incurred directly or indirectly in connection with the Project and may include expenses for reproduction, presentation materials and supplies, photography and video, travel outside of Orange and Seminole Counties, postage, overnight or express mail, long distance telephone, and facsimile costs. Travel expenses shall be submitted in accordance with Florida Statute § 112.061 (2008). Travel and per diem charges shall not exceed the limits allowed under applicable Florida Statutes.

2. CONSULTANT shall submit to CITY the invoices of CONSULTANT, in detail sufficient for a proper preaudit and postaudit thereof.

3. CITY shall pay CONSULTANT not later than thirty (30) calendar days of its receipt of CONSULTANT'S invoices, unless, within the 30-day period, the CITY, 1) notifies CONSULTANT of an objection to the PAYMENT amount, and 2) either provides CONSULTANT with a determination of the proper PAYMENT, or requests further information from CONSULTANT so that a proper PAYMENT can be calculated and agreed upon by the parties.

4. The CITY's objection to the PAYMENT amount shall be accompanied by the CITY's remittance of any undisputed portion of the PAYMENT.

5. Upon the termination of this AGREEMENT, CONSULTANT shall prepare a final and complete payment statement for all SERVICES and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. CONSULTANT also agrees to maintain, and to cause each of its subcontractors to maintain complete and accurate books and records (BOOKS) in accordance with sound accounting principles and standards, in a form acceptable to the CITY, and relating to all SERVICES and related costs and expenditures to the CITY that have been contracted for and paid during the life of this AGREEMENT. The BOOKS shall identify the SERVICES rendered during each month of this AGREEMENT, the date that each PROJECT expense was incurred, and whether the expense was SERVICE or reimbursable-related.

6. The BOOKS may (but need not) be kept separate and apart from CONSULTANT's other books; but the CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the BOOKS for the purpose of verifying the accuracy of any payment statement.

7. CONSULTANT shall retain the BOOKS, and make them available to the CITY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or five (5) years from the date of the final payment statement (of the PROJECT)

prepared for the CITY, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

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

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

SECTION IV

INDEMNIFICATION AND INSURANCE

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

2. Insurance The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance

necessary to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Subconsultants, or anyone for whose act or acts it may be liable. The CONSULTANT'S insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this Subsection shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation under this Agreement.

3. The CONSULTANT shall provide evidence of insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the City. The CONSULTANT shall not commence any work in connection with this contract or any applicable Services Authorization until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the CONSULTANT allow any Sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant has been so obtained and approved. Policies 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 rating deemed acceptable to the City. Policies for Workers' Compensation may be issued by companies authorized by applicable Florida law. The following insurance requirements are also applicable:

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.

b) 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

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

d) 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

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

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

g) Owner's Protective Liability Insurance: (Not applicable for Design 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.

h) 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

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

j) Certificates of Insurance: Certificate of Insurance Form (see sample, above), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Technician. 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.

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

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

SECTION V

TERMINATION

1. Termination Without Cause. This Agreement may be terminated by either party by delivering a thirty (30) written notice to the other party. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. The CONSULTANT shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to the CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Services.

2. Termination for Cause. In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement, or any Services Authorization issued under this Agreement, in whole or in part, if the CONSULTANT (1) makes a willfully false payment statement; (2) substantially fails to perform any material obligation under this Agreement or Services Authorization and does not remedy the failure within five (5) calendar days after receipt by the CONSULTANT of written demand by the CITY, or (3) refuses to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from § 24(a) of Article I of the State Constitution and Florida Statutes § 119.07(1). The CONSULTANT may terminate this Agreement or any Services Authorization issued under this Agreement, if the CITY fails to perform any material obligation under this Agreement, and does not remedy the failure within

fifteen (15) calendar days after receipt by the CITY of written demand from the CONSULTANT.

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

4. Delivery of Materials Upon Termination. In the event of termination of this Agreement (or any Services Authorization) by the CITY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement, or any Services Authorization. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SECTION VI

SUSPENSION

The CITY has the right to suspend the CONSULTANT's Services (in whole or in part) rendered under this Agreement or any Services Authorization. However, if the CITY suspends the CONSULTANT's Services pursuant to any Services Authorization, the CITY will add to the period of service for such Services Authorization a period not less than the duration of such suspension and compensate the CONSULTANT for the reasonable and provable additional costs it has incurred as a direct and proximate result of such suspension.

SECTION VII

NOTICES

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

CPH Inc.
1117 E. Robinson Street
Orlando, FL 32801
Attention: David A. Gierach

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

CITY OF OCOEE
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: Purchasing Technician

A copy of the notice shall be provided to the City of Ocoee, Development Services Department.

3. A party shall be permitted to substitute its contact person or change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Section.

SECTION VIII

CONFLICTS OF INTEREST

The CONSULTANT represents and warrants unto the CITY that no officer, employee, or agent of the CITY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder.

SECTION IX

WAIVER OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL THE CITY BE LIABLE TO CONSULTANT OR TO ANY THIRD PARTY FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE; NOR SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSULTANT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONSULTANT OR BY THE CITY UNDER THIS AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THIS AGREEMENT.

SECTION X

MATERIALS AND DATA

1. All data, field notes, inspector's reports, job files, test reports, contract plans and specifications used to record as-built (or other) conditions, copies of shop drawings, construction photographs, cost control and scheduling data, computer printouts, contractor's submittals, summaries, memoranda work papers and any and all other documents, instruments, information, and materials ("WRITTEN WORK") prepared or accumulated by CONSULTANT for the SERVICES rendered hereunder shall be the sole property of the CITY. The CITY may reuse the WRITTEN WORK at no additional cost, and the CITY shall be vested with all rights of

whatever kind and however created that may be in existence thereto; provided, however, that CONSULTANT shall not be liable to the CITY for the CITY's additional use of any WRITTEN WORK for a different project except where CONSULTANT is engaged or retained by the CITY for the different project and the CONSULTANT utilizes the WRITTEN WORK.

2. The CITY acknowledges that the WRITTEN WORK is not intended for use in connection with any project or purpose other than the PROJECT, and the purpose for which the WRITTEN WORK was therefore prepared. Any use by the CITY of the WRITTEN WORK in connection with a project or purpose other than the PROJECT, without the re-engagement or retention of CONSULTANT, shall be at the CITY's sole risk, and CONSULTANT shall have no responsibility or liability related thereto.

3. In the event of termination of this AGREEMENT, CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, one (1) copy of the following items ("DOCUMENTS"): data, field notes, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, test reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) prepared or accumulated by CONSULTANT, or by any Subconsultant, in rendering the SERVICES described herein, and not previously furnished to the CITY by CONSULTANT pursuant to this AGREEMENT. The DOCUMENTS shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. CONSULTANT shall also require that all such Subcontractors and Subconsultants agree in writing to be bound by the provisions of this Paragraph.

SECTION XI

MISCELLANEOUS PROVISIONS

1. Non-Exclusive Contract. This Agreement is non-exclusive, and may be terminated at the CITY's convenience with the proper notice having been given to the

CONSULTANT as provided in this Agreement. The rights granted herein to the CONSULTANT are non-exclusive, and the CITY shall have the right, at any time, to enter into similar agreements with other geotechnical engineers, engineers, architects, landscape architects, planners, consultants, contractors, subconsultants, to perform such professional services as the CITY may desire.

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

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

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

5. Compliance With New Regulations. To the extent applicable, CONSULTANT agrees that if local, state, or federal agencies modify their grant procedures or requirements for the CITY or the CONSULTANT to qualify for local, state, or federal funding the CITY may use to pay for the Services to the rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with such applicable local, state, or federal laws and regulations, then the CITY shall have the right, by written notice to the CONSULTANT, to terminate this Agreement.

6. License Fee and Royalties. The CONSULTANT hereby grants a non-exclusive and fully paid license to the CITY to utilize all WRITTEN WORK or documents produced or prepared by CONSULTANT to perform the services required under this Agreement.

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

8. Subconsultants. The CONSULTANT shall have the right, conditioned upon the CITY's prior consent (which shall not be unreasonably withheld), to employ other firms,

consultants, Contractors, subconsultants, and so forth (Subconsultants); provided, however, that the CONSULTANT shall, 1) advise the CITY as to what particular Services the Subconsultants shall perform; and 2) advise the CITY as to what percentage of the total project services each Subconsultant shall be employed to do. The CONSULTANT shall be solely responsible for the performance of all of its Subconsultants, including but not limited to their maintenance of schedules, correlation of services, or both of these things, and the resolution of all differences between them. The CONSULTANT shall promptly terminate the use and services of any employee or Subconsultant upon written request from the CITY (which may be made by the CITY in its sole discretion). By accepting a Subconsultant, the CITY shall not be deemed to warrant or guarantee the reliability or effectiveness of that entity's Services.

9. Work Outside Scope and Time of Payment. The CITY shall have no obligation to reimburse the CONSULTANT for services rendered which may be in addition to outside of the Scope of any particular Services Authorization, unless and until the CITY has given written approval of such reimbursement.

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

11. Assignment and Delegation. The CITY and the CONSULTANT bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written

consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may terminate this Agreement. The CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

12. Audits - Periodic Auditing of Consultant's Books. The CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books of CONSULTANT for the purpose of verifying the accuracy of any payment, charge or invoice. In addition to the above and upon request of the CITY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the CITY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, profit and the total amount of money paid by the CITY to the CONSULTANT. The Fiscal Report shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

13. Overcharge. If it is established by the audit, or by any other means, that the CONSULTANT has over-billed or overstated its costs, fees, or reimbursable expenses (Overcharge) to the City, then the amount of any Overcharge shall be refunded by the CONSULTANT, together with interest at the rate of one percent (1%) per month and the CITY's reasonable and provable costs (including the auditing expenses) in discovering the Overcharge and effecting its repayment.

14. Truth in Negotiations. The CONSULTANT shall execute the Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof. It is agreed by the CONSULTANT that any amounts charged under this Agreement or any Services Authorization issues under this Agreement, shall be adjusted to exclude any sums [plus interest at twelve

percent (12%) per annum simple interest on the sums, from the date of payment by the CITY] by which the CITY determines that it was overcharged.

15. Prohibition Against Contingent Fees. The CONSULTANT warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. Any breach of the warranty or representation of this paragraph shall be grounds for termination.

16. Entire Agreement. This Agreement, including the Exhibits hereto, and any Services Authorization issued under this Agreement, shall constitute the entire Agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth therein.

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

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

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

20. Timeliness. The CITY and the CONSULTANT acknowledge and understand that time is of the essence in this Agreement, and that the Services shall be performed in expeditious and economical manner.

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

22. Force Majeure. The parties acknowledge that adverse weather conditions, acts of God, terrorism, war or other unforeseen circumstances of a nature that are outside the control of the parties may execute performance under this Agreement; or may necessitate modifications to a Services Authorization. If such conditions and circumstances do in fact occur, then the CITY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to any Services Authorization.

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

24. Dispute Resolution and Exclusive Venue. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference. The sole and exclusive venue for any mediation shall be in Orange County, Florida. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this Agreement or the work to be performed hereunder, shall be submitted for trial, **without a jury**, before the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. The parties consent and submit to the jurisdiction of such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. The CITY and CONSULTANT expressly waive all rights to trial by jury regarding any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this contract or the work to be performed hereunder. As noted herein, the sole and exclusive venue for any litigation or other legal proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

25. Chapter 558, Florida Statutes. The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement of any Services Authorization issued hereunder.

26. 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.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

(Signature Page Follows)

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

ATTEST:

Print Name: Patricia Hunt

ACCEPTED:
CPH, INC.

By: _____
Print Name: David A. Gierach
Title: President

(SEAL)

ATTEST:

Name: Melanie Sibbitt
Title: City Clerk

APPROVED:

CITY OF OCOEE, FLORIDA

By: _____
Name: Rusty Johnson
Title: Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY this 17th day of Aug., 2021

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON July 20, 2021
UNDER AGENDA ITEM NO. 9.

TRUTH-IN-NEGOTIATION CERTIFICATE

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

WITNESS:

BY: _____

Print Name: Patricia Hunt

Title: ~~Secretary~~

CONSULTANT: CPH, Inc.

BY: _____

Print Name: David A. Gierach

Title: President

STATE OF FLORIDA }

COUNTY OF Seminole }

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

WITNESS my hand and official seal this 9 day of August, 2021

_____
NOTARY PUBLIC

_____
Print Name:
My Commission Expires:

Notary Public State of Florida
Patricia Hunt
My Commission GG 319198
Expires 07/13/2023

EXHIBIT A

RFQ #21-006 CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #21-006

CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES



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FOR
RFQ #21-006
CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

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Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-006 CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 2:00 pm, local time, on May 11, 2021.** Qualification packages received after that time or through any other method will not be accepted under any circumstances. Qualification packages that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFQ should 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 statements of qualifications at no charge through Negometrix4 by accessing the City's published solicitation page https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix platform. Melanie Sibbitt, City Clerk, Orlando Sentinel April 18, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #21-006
CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the Consultants' Competitive Negotiations Act (CCNA), § 287.055, Fla. Stat., et seq., and the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications from licensed professional planning and landscape architectural firms that are interested in providing general professional planning and landscape architectural services for various planning, design, and development projects.

   In accordance with the CCNA, the work contemplated under these continuing contracts will be limited to routine tasks related to construction projects expected to cost no more than $4 million, or for studies not costing more than $500,000. Planning and landscape architectural services related to any project that does not fall within these categories will be separately solicited in conformance with the CCNA.

   Due to the potential complexity of task orders that may be awarded through this contract, the chosen firms may need to sub-contract with a variety of other professional firms to undertake all aspects of a task order. This team may include consultants specializing in public participation, transportation planning, geotechnical evaluations, tele-communications, utilities, stormwater analysis, irrigation design, MEP engineering, roadway design, architecture, real estate analysis, financing, market analysis, and community place-making, among others. It should be noted that the City already has Continuing Service Providers under contract for Civil Engineering, Architecture, Surveying, and Utility Modeling, and Geotechnical Testing services. Should any portion of the planning effort require detailed professional services contained within the contracts of these existing professional firms, the City shall have the right to direct certain portions of the work to these entities. Coincidently, the City will reserve the right to approve all sub-consultants proposed by each contracted Continuing Services Provider chosen under this RFQ; however, none of the subconsultants will be identified as Continuing Service Providers for contract purposes and will be solely responsible to their respective Planning / Landscape Architectural team leader for remuneration and direction.

2. The City intends to award Continuing Service Provider contracts to at least three (3) respondents, if possible, deemed to be the most highly qualified to perform the required services. In determining whether a firm or individual is qualified, the City shall consider criteria set forth in the RFQ. In addition to identifying the best firms for the work, the City desires to create an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified firm for a given task. Firms selected by the City will provide planning and landscape architectural services to the City on an as-needed basis, which will be assigned using task orders issued by the City under the continuing contracts. The continuing contracts shall have an initial three (3) year period and two automatic one-year renewable extensions, plus a one (1) year optional renewal at the City's discretion.

3. Prospective respondents may secure a free copy of the documents required for submitting a response through Negometrix's Negometrix4 platform by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix4 platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Negometrix, prospective respondents will be provided with all information regarding this RFQ, all addendums and changes to the project requirements; there is no charge to use the Negometrix e-procurement platform.

4. Each qualification package should consist minimally of a cover letter, statement of qualifications, conflict of interest disclosure form and company information form (attached at the end of these instructions). Please also include a copy of all applicable licenses held by firms or key subconsultants proposing to perform the work. Statements of qualifications should be limited to a total of **forty (40) 8.5"x 11" pages** (including any resumes and maximum 2-page cover letter but excluding front and back covers, dividers, table of contents, and company information form), single-sided, portrait orientation, 12-point font. Additional submission instructions are supplied below in Section D. Any qualifications package 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 qualification package and shall be understood to do so.** All expenses for providing qualification packages to the City shall be borne by the respondent.

5. The City utilizes Negometrix, an e-procurement platform, Negometrix4 version. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix4 platform at https://app.negometrix.com/buyer/748. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All responses for this bid **MUST** be submitted through the Negometrix4 platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. **There is no charge to use the Negometrix electronic bid submission platform**.

   Registration with Negometrix is free and is required prior to submitting a RFQ response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the RFQ submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com.

   Once your company is registered with Negometrix, you will be able to submit your bid/proposal/qualification statement securely, any time before the bid deadline, at https://app.negometrix.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. Qualification Statements submitted on Negometrix4 will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will

automatically lock responses upon the bid deadline. A virtual public RFQ opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

6. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their qualifications package on the Negometrix4 platform. Qualification packages must be received by Negometrix4 no later than **2:00 p.m. (local time) on May 11, 2021**. Any qualification package received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualifications package **uploaded and submitted** on the Negometrix4 e-procurement platform prior to the due date and time.

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

7. The City will receive questions regarding this RFQ only through the Negometrix4 platform in the Question & Answer tab or written inquires directed to Shannon Hopper, Purchasing Technician shopper@ocoee.org. Deadline for receipt of written inquiries will be **May 4, 2021 at 2:00 p.m., local time.**

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

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

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

    By entering into this contract, the awarded bidder is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not

limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

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.

12. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Fla. Stat. 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), Fla. Stat.

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

14. PUBLIC RECORDS COMPLIANCE. The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:
    1. Keep and maintain public records required by the City to perform the service.
    2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
    3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
    4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records

required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

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

16. 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 (p. 18).**

d) Respondent further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFQ has occurred, and that the proposal is made according to the provisions of the RFQ documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFQ 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.

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

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

B. INSURANCE TERMS AND CONDITIONS

The successful respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and

approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer 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 follows:

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

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

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

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

7. Owner's Protective Liability Insurance: (Not applicable for Design 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 Design Services).
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence

9. Certificates of Insurance: Certificate of Insurance Form (see following sample), 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 Technician. 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.

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

OP ID JC FRASE-1 | DATE (MM/DD/YYYY) 11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor's Name
Address

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

COVERAGES

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

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

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

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

CERTIFICATE HOLDER

OCOEE01

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SAMPLE

C. SCOPE OF SERVICES

The services to be performed through task orders issued under the continuing contract may consist of, but will not necessarily be limited to, general planning and landscape architectural activities. In order to effectively evaluate each firm and its team of sub-consultants, each consultant should outline its team's experience and capabilities to address, at a minimum, the following anticipated aspects of any given task order.

1. Graphical Presentation of existing conditions including existing transportation, utilities, land use, zoning, public facilities, tele-communications, and environmental features.
2. Analysis of detailed historic economic and demographic data, including regional influences and conditions.
3. Identification of historical development patterns and analysis of anticipated future trends including prior planning efforts.
4. Identification of key stakeholders and landowners who may influence the realization of any site development tasks.
5. Identification of environmental records indicating potential contamination.
6. Analysis of existing and future market conditions affecting the projected form of development and redevelopment of a specific site or area to help create viable new businesses.
7. Preparation of infrastructure master plans for utilities, roadways, mass transit, walking/bicycle paths, sidewalks, streets/streetscapes, public amenities, parks, parking, stormwater management, tele-communications, and electric power, including general cost estimates for task orders requiring these tasks.
8. Create and present various conceptual design scenarios based upon expected development patterns and visioning exercises for a specific project.
9. Presentation of specific implementation strategies including funding scenarios with timing options, partnership opportunities, and grant opportunities.
10. Preparation of Comprehensive Plan Amendments, overlay plans, form-based codes and other regulating plan documents necessary to direct development.
11. Creation of public involvement, marketing, and place-making strategies to enhance the planning process for a specific project, including cultural and arts activities, social media, advertising and economic outreach programs.

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

D. SUBMITTALS

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

will best meet the needs of the City. The submission materials should include the following, and missing material may cause your submission to be evaluated accordingly:

I. Firm's Qualifications

- Understanding of Scope of Services
- List of all firm's key employees, their qualifications, and their role in providing the desired City services and each employee's years of total related experience and years with your firm.
- Firm's and employee's certifications and licenses with regulatory agencies, professional organizations, etc.
- List of firm's sub-consultants, their qualifications, and their role in this project.
- List of firm's current or recently completed similar services within the past five (5) years with other public or private agencies.
- List of at least three (3) client references to include organization name, contact person, telephone number(s), and e-mail address.

II. Firm's Office Location & Other Forms (not included in page limit)

- List the location of all offices (firm and sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.
- Conflict of Interest Disclosure Form, p. 18.
- Summary of Litigation, if none please indicate in this section of your qualification package. 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. p. 19.
- Receipt of any addenda issued, p. 19.
- Company Information/Signature Sheet, p. 20.
- M/WBE Certification for the Firm. Attach State of Florida or County M/WBE Certification for the Firm. Partial points will not be awarded for M/WBE sub-consultants.

E. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFQ	Request for qualifications published
16 days later	Last day for questions
23 days later	Statements of qualification are due
30 days later	Qualification statements distributed to evaluation committee
44 days later	Evaluation committee meeting held
55 days later	Interviews of top three or more respondents
Next meeting	Short-list of ranked firms recommended to City Commission

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

F. SELECTION PROCESS

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

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

3. The City will apply the negotiation requirements of the Consultants' Competitive Negotiations Act, § 287.0055, Fla. Stat. The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.

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

Evaluation Criteria	Maximum Points
1. Qualifications and Experience of the Firm	**50**
2. Understanding of Scope of Services • Understanding of work that may be assigned through this continuing services contract, including the methodology that will be used to manage multiple tasks and schedules.	**25**
3. References	**15**
4. Location of the Firm's office and proximity to the City of Ocoee	**5**
5. Certified Minority, Women Owned Business Enterprise • Include M/WBE Certification forms for the Responding Firm only.	**5**
Total Possible Points	**100**

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

G. TASK ASSIGNMENT PROCEDURES

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

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

Accounts Payable
Finance Department
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

H. SPECIAL PROVISIONS FOR STATE OR FEDERALLY FUNDED PROJECTS

Should any of the projects for which planning and landscape architectural services are provided under this solicitation involve State funds, this entire solicitation is governed by the requirements of the State of Florida and the CCNA, § 287.055, Fla. Stat., for a continuing contract. State reporting requirements for the specific grant and other laws and regulations may apply to a given service task order. Any such requirements shall be part of the task proposal solicitation and any subsequent proposal made shall explicitly state the firm's intent to comply with such requirements.

Should any of the projects for which planning and landscape architectural services are provided under this solicitation involve federal funds, this entire solicitation is governed by the requirements of the specific federal grant. Federal reporting requirements for the specific federal grant and other laws and regulations may apply to a given service task order. Any such requirements shall be part of the task proposal solicitation and any subsequent proposal made shall explicitly state the firm's intent to comply with such requirements.

I. BID PROTESTS

All Bid Protests shall be submitted to the Purchasing Agent in the following manner:

1. A Bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.

2. A bid protest shall be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.

3. The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

4. The bid protest shall be filed with the Purchasing Technician not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

5. The Purchasing Agent, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

END OF INSTRUCTIONS



RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

SUMMARY OF LITIGATION:

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

_____

_____

_____

_____

_____

(Attach additional sheets if necessary)

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

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

_____

(Remainder of page left blank intentionally.)

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-006

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

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

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

_____
NAME/TITLE (PLEASE PRINT)

_____ _____
STREET ADDRESS

_____
CITY STATE ZIP

FEDERAL ID #_____
_____Individual _____Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of _____
County of _____

_____
Signature of Notary Public

_____
Printed, typed or stamped
Commissioned name of Notary Public

PROFESSIONAL SERVICES FOR THE CITY OF OCOEE

"CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES"

RFQ #21-006



CPH, INC. | 1117 E. ROBINSON STREET, ORLANDO, FL 32801 | INFO@CPHCORP.COM
WWW.CPHCORP.COM | PHONE: 407.425.0452

EXHIBIT B

CONSULTANT'S QUALIFICATION PACKAGE RESPONSE TO RFQ #21-006

May 11, 2021
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

1117 E. Robinson Street
Orlanod, FL 32801
Phone: 407.425.0452
Fax: 407.648.1036
info@cphcorp.com

RE: Continuing Planning and Landscape Architectural Services | RFQ No. 21-006

Dear Selection Committee Members:
CPH, Inc. (CPH) is pleased to respond to the City of Ocoee Request for Qualifications for the RFQ identified above. As a capable professional services firm with local offices in Orlando and Sanford, we have the project management skills and qualified personnel that will coordinate and carry any project assigned under this contract forward to successful completion. As you will see in our qualifications, our team and firm stand out as a clear choice for the City of Ocoee and the community.

CPH's landscape, planning, and design team provides innovative place-making and inspired landscapes that balance the unique social, environmental, and economic needs and features of a community and area. Our team has also completed over 100 miles of transportation improvements, over 25 park and recreational projects, and over 20 CRA/redevelopment projects in the last five years, with many more completed over CPH's 40 years in Central Florida. In addition, CPH has assisted our clients in visioning and planning of small to large regional areas where our team focuses on the future built environment. These plans have included evaluations of development regulations, code analysis, and comprehensive planning. CPH's multi-disciplined approach brings together the best creative and strategic experts to meet your goals, achieving results that are implementable and sustainable. Our team has extensive experience in assisting communities and clients in creating great places that attract visitors, shoppers, businesses, or residents.

The project team is led by Maxwell D. Spann, PLA, CLARB and Javier Omana, CNU-a with over 50 years of combined land planning and urban design experience. Max has served not only as a private sector consultant, but has also had experience acting as the Planning Director of the Town of Oakland, and serving on the Orange Blossom Trail Development Board. His experience encompasses all of the experience required to lead this team, and his key experience from "both sides of the fence" assures the City we have a team leader that understands project implementation and the full scope of services. Javier brings over 36 years of experience in land planning, visioning, and urban design. Javier has provided planning services for clients that include, the City of Deland, Cape Coral, Sanford, Oviedo, and Orange City. He led the City of Cape Coral's Seven Islands Visioning and Master Plan. This area encompassed a 20-square mile quadrant of the City. The area, which is includes seven mini islands each situated with Gulf Waterfront Access, had once been a promising area for future development but had fallen defunct and into the ownership of the City of Cape Coral. He was tasked to work with the community and City leaders to create an overall vision plan to establish a "village character" for the area highlighting connectivity, compatibility and context-based design alternatives. Design Elements included: complete streets, public lands utilization, mixed-use and commercial lands, target private lands for acquisition for public space, Street tree plans, signage and theming plans, neighborhood identification and preservation, waterfront activation, and infrastructure expansion plans. This project encompassed City-participative workshops, design/master planning, public hearings, and policy recommendations. The plan has become highly successful, with initial private investment through Public-Private Partnerships already on the implementation horizon as early as this year. The plan was awarded the 2017 American Society of Landscape Architects Award of Excellence. Our proposed staff members have all performed the scope of services identified together as a project team for other clients, and are ready to deliver the City's projects.

Our team includes long term trusted partners. We have included Geotechnical and Environmental Consultants, Inc. (GEC) for Geotechnical Engineering, and Redevelopment Management Associates for Redevelopment Planning Assistance and Economic Analysis. We have selected these partners as a direct result of our long history of success in delivering the scope of services outlined with the firm's and individuals over the past two decades. This is a well experienced team, not only individually but having served municipal clients throughout the State of Florida.

We are excited to submit our qualifications and appreciate the opportunity to respond to the City of Ocoee's RFQ. We have appreciated our successful working relationship with the City of Ocoee in the past, and hope to continue to provide the City with cost effective and quality services. Thank you for your consideration of the CPH Team!

Sincerely,

CPH, Inc.

David A. Gierach, P.E., CGC

President

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RECEIPT OF ADDENDA

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M/WBE CERTIFICATION

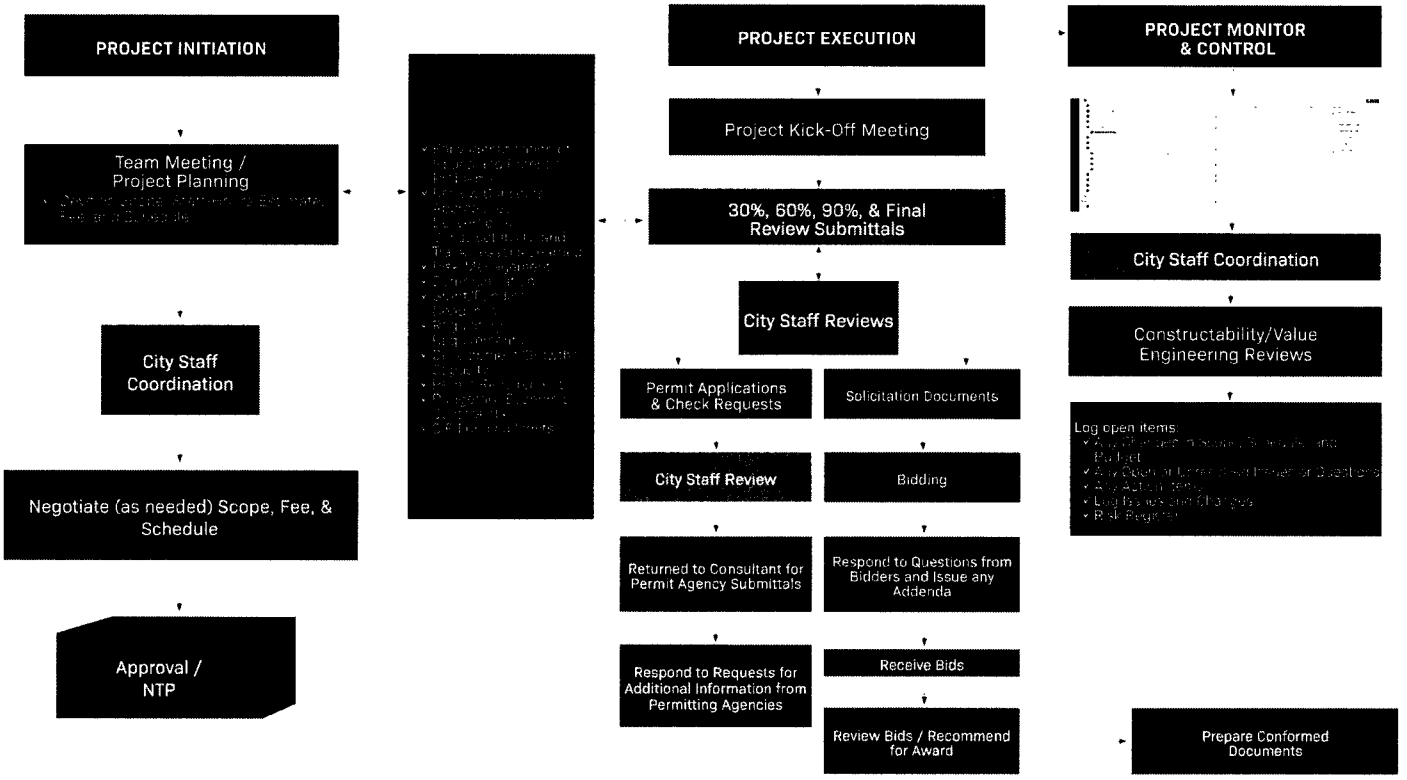


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UNDERSTANDING OF SCOPE OF SERVICES

CPH understands that the City of Ocoee is seeking a qualified Professional Landscape Architecture and Planning firm to provide services for a variety of studies and design projects. CPH will provide the City with unmatched expertise and resources for projects under this contract. CPH can provide the City with services required for the planning, design, construction and repair of identified project(s) which may include, but not limited to, conceptual design, park planning, landscape design and specifications, hardscape design, project image design, sign design, lighting design and specifications, design guidelines, streetscape programs, illustrative graphics, land management and shoreline design, shoreline analysis and development feasibility analysis, micro-site planning and design, xeriscape design and specifications, irrigation design and specifications, civil design, electrical and plumbing design and specifications, construction detailing and specifications, construction bidding assistance, construction observation, public involvement assistance, master planning, site planning, site context and concept analysis, development programming and phasing, development feasibility analysis, redevelopment programs / urban design, streetscape and roadway corridor planning, land use analysis bidding/selection recommendation, presentation/ recommendation to Staff and/or Commission, etc. Our resumes and the professional histories of the various team members clearly demonstrate a vast and broad background of experience which will be effectively applied to the City's benefit. CPH is highly qualified to provide continuing services for the City's projects.

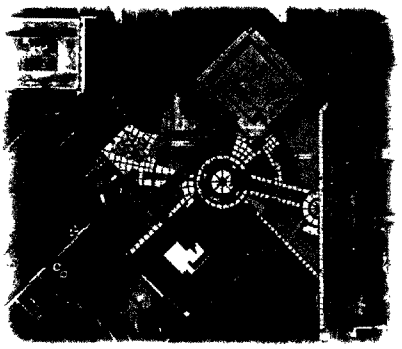
The following outlines our past successful approach that has been implemented on similar types of projects. Each project is unique, and this approach would be refined per project requirements.



DESIGN PHILOSOPHY

Our design philosophy is centered around the user experience. This focus has been successful by providing a balance of design considerations to provide improvements that communities can enjoy for decades. These topics include safety, public art, socialization, education, comfort and image, theming, sustainable design, maintenance and operations, and funding. We have outlined some of these topics below to showcase how we approach the planning and design.

SAFETY - Innovative design methods are critical to creating environments that are safe and attractive. Our team staff's Crime Prevention through Environmental Design (CPTED) specialists understand crime-to-environment relationships and know how to integrate environmental security and defensible space strategies and tactics into the designs of parks and recreation facilities to improve security and reduce the opportunity for crime to occur. As detailed design documents are prepared, our team can perform CPTED assessments to ensure public spaces are not only visually exciting but safe as well.



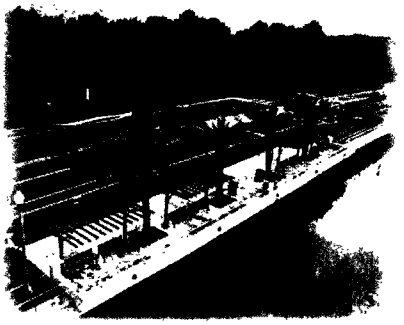
IMPLEMENTING INNOVATIVE APPROACHES | SAFETY AND PUBLIC ART

As a part of the design, CPH reviewed the existing site for ADA and CPTED concerns. As we designed improvements, we applied these principles to ensure a safe and accessible design. In order to facilitate resolution to conflict points, CPH eliminated vertical barriers. In addition, CPH implemented a design approach that reduced operations and maintenance through use of native plant material, included an emphasis on recycled materials, and introduced Public Art through a volunteer competition process, thus reducing costs to the State.

PUBLIC ART - Parks and open spaces can be a place that embrace the artistic culture of the community and provides opportunities for residents and visitors of all ages to enjoy and be enriched by a wide array of creative pursuits through a process that includes dialogue, involvement and participation from the area's arts community.

COMFORT AND IMAGE - These are quite possibly the two items that will most influence visitors' impression. Summertime can be brutal; relentless sun and spontaneous showers can send even the most ardent spectator running for cover.

- Shade: This can take on a variety of forms; it can come from landscape features, man-made structures or a combination of the two. It can be used to provide user comfort.
- Water: Water can be used to provide a focal point, animation, drama, entertainment and to mitigate the summer heat.
- Landscaping: One of the goals of projects should be to develop a signature landscape treatment, one that uses a rich visual theme to create memorable spaces. It starts at the entrances, delineates the circulation system, accentuates special use areas and enhances user comfort.

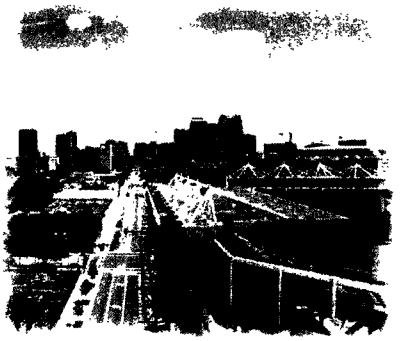


IMPLEMENTING INNOVATIVE APPROACHES | SHADE AND COMFORT

Trails are excellent improvements for the health and well being of the community, but without proper respite areas can hinder the user experience. CPH worked with the local hospital in Sanford to discuss the health benefits of the trail that was being designed directly adjacent to their property. Through close coordination, we were able to assist the client in obtaining a donation from the hospital for the addition of an overlook. CPH was able to add this feature by cantilevering the seawall, and creating a zone for rest and relaxation.

SOCIALIZATION - Socialization is probably one of the most overlooked ingredients of creating a great place, and one of the hardest to define. It begins by understanding how people will use a place and the opportunities trails and parks provide for social interaction. People, whether in small or large groups, sharing a common experience as spectator or participant, tend to ignore generational and cultural differences.

THEMING - Creating a theme provides for multiple benefits. It allows to capture and create a sense of place for the community at large, creates a brand identity, and creates unifying elements that allows users to be comfortable. In addition, the growing interaction with social media branding and theming create an opportunity for people to create and share memories. We understand that good planning and design begins by truly understanding how people will use a place and what activities will draw them there. Creating a great public space requires articulating a vision for activities and using that vision as the basis for design. We will look to create projects that are multi-generational.



IMPLEMENTING INNOVATIVE APPROACHES | THEMING

CPH worked with the City of Orlando as a part of this project to coordinate with soccer stadium design team to develop a new district theme and organize spaces along the complete street for event day activities. In addition, since this was a Design-Build project with an accelerated schedule, the CPH team assigned multiple design teams and increased delivery speed for reduction in re-mobilization for contractor in the field and to meet soccer opening day deadlines.

EDUCATION – We would evaluate projects for the inclusion of educational features. Opportunities may exist in creating demonstration areas that showcase how stormwater treatment works, low impact educational areas featuring techniques we employ at the project, identification/interpretative signage of plants and habitats, education on materials used, health education and fitness facts/tips along trail areas, among a host of other ideas our team has already started discussing.

SUSTAINABILITY - Through our experience and knowledge, we have discovered opportunities to enhance designs for more energy efficient and environmentally responsible designs. CPH has been incorporating green development tools into select projects in order to address our clients growing awareness and interest in sustainable buildings with long term environmental and economic impacts in mind. CPH is committed to "Sustainable" design including Pervious Pavers, "Solar Trees", Bioswales, Florida Friendly Landscapes, and Xeriscape Design. CPH has LEED Accredited Professionals that include architects and civil engineers. For this facility we would evaluate potential initiatives that include use of natural lighting and windows, solar and/or geothermal heating for the pools, solar panels for energy, low flow toilets, low impact stormwater techniques, and LED lighting.

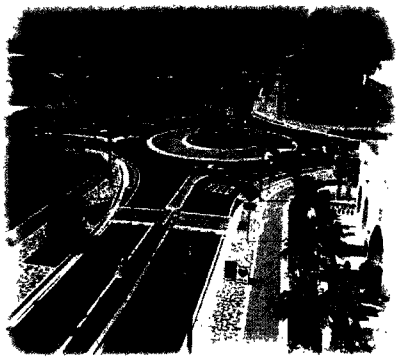


IMPLEMENTING INNOVATIVE APPROACHES |
SUSTAINABILITY

As part of a recent FDOT LAP project with the City of Sanford, CPH included numerous sustainable approaches to minimize the impacts in an environmentally sensitive area. The CPH team implemented vegetation zones to reduce maintenance and ecological profile. Native zones through wetland areas received native plantings that did not require as much fertilizer. The team also implemented "node" design themes as identifiers to drivers of intersection and pedestrian specific points along the cartway and to reduce monotony along the corridor.

MAINTENANCE AND OPERATIONS

A topic that is often overlooked but is crucial to the long-term success of projects is maintenance and operations. Our team would work with the City throughout the equipment selection process and provide a variety of options with an explanation of the different operational parameters, maintenance requirements, and life cycle cost analysis. This will assist the team in working with the City to select the optimal choice for the City's desired operational budgets as well as provide an understanding of the yearly costs associated with operating the facility. As we progress through the design, our team would monitor selections and create an operation handbook that also provides all manufacturer data and warranty information.

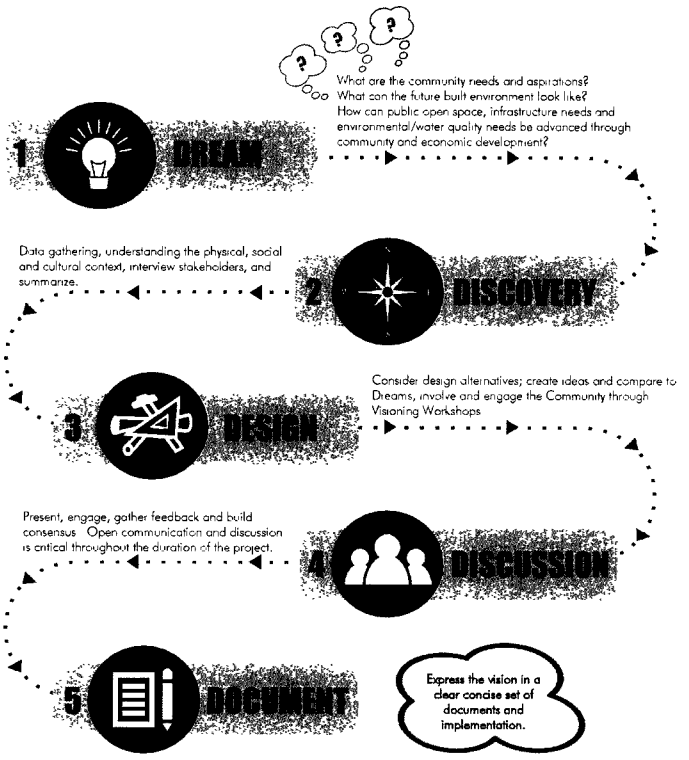


IMPLEMENTING INNOVATIVE APPROACHES |
MAINTENANCE AND OPERATIONS

CPH worked with the City of Cape Coral to create the City's own plant nursery for help in reducing future operations and maintenance costs as a part of a complete street project. The project included other innovative solutions, including a "road diet" lane narrowing to account for additional bike and pedestrian facilities through the corridor, and additional traffic calming measures for pedestrian crossing.

The CPH Team has extensive experience working with future housing development and existing land use analysis. The team has worked on promoting infill development and additional housing opportunities (i.e. allow for additional small "village" style developments, courtyard apartments, garden apartments, and townhomes) within undeserved communities. We are advocates of diversifying the housing supply to capture a larger market share and provide an environment where people of different means thrive, creating an additional way to help minimize the risk of displacement.

We believe that a community's unique character and people should be the foundation to create a sense of place. We strive to promote policy and development projects coming to an area that are aligned with the community vision, while still being flexible in the methodologies to apply it. As part of our experience we worked on maintaining and renovating existing housing stock where applicable as a way to nurture the unique character of a community and increasing density via compact development where applicable. A main focus is on creating pedestrian/ bicyclist friendly streets that connect to main corridors, incorporating mixed income and housing types (i.e. affordable housing and market rate make affordable housing architecturally pleasing for the specific community), and creating appropriate buffer transitions between residential and commercial uses (using traffic calming techniques to promote "livable" residential streets).



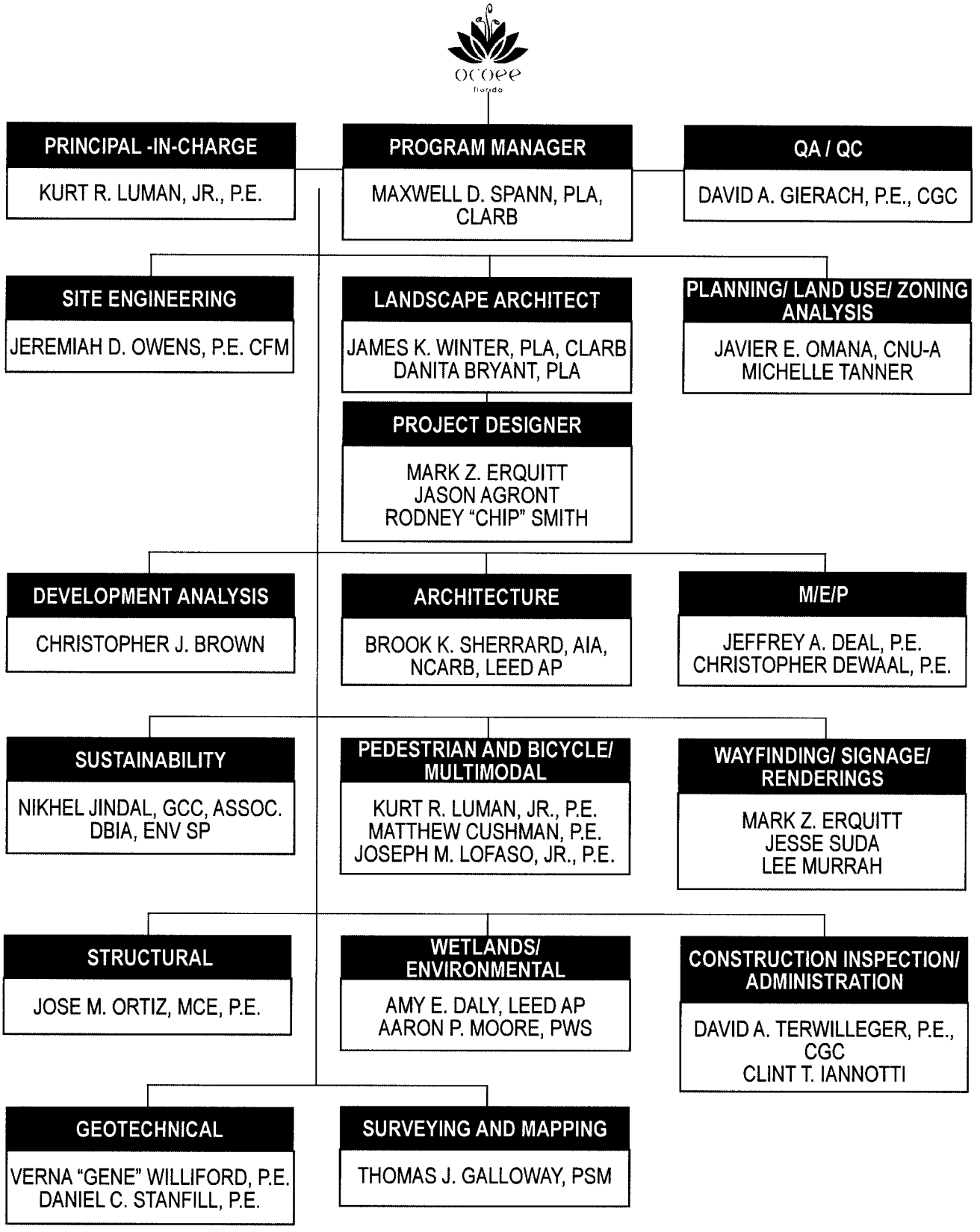
As part of our existing land use analysis we conduct an in-depth overview and simulation of land development regulations. We conduct site specific development scenarios to see how the existing land use code translates into a development site plan. This gives us valuable information in terms of if the setback requirements are conducive for a walkable environment, if the density is appropriate and/or if there is potential to adjust height requirements, parking, and landscaping among other key components. The existing land use analysis reveals where people live, work, and entertain within your community. It also helps to understand its density and potential growth.

Our team includes specialties within the housing and land use analysis fields such as Redevelopment Management Associates (RMA)

CPH has developed a proven team based approach to visioning and master planning based on years of experience with communities similar to the City of Ocoee. The goal is a process that fosters positive, respectful, dialogue between and capitalized on our collective experience and local relationships. No idea would be considered to small.

LIST OF PROFESSIONAL PERSONNEL

CPH has assembled a vastly diverse and highly qualified team with experience in all discipline areas requested by the City of Ocoee. Our team is capable of providing services for every project that will emerge under this contract. The CPH Team Organizational Chart (provided below) depicts the overall reporting and communication hierarchy as well as project roles and responsibilities in relation to the City's scope of services.



KEY PERSONNEL OVERVIEW

We have considered multiple criteria prior to assigning the key members listed below. This criteria includes: LOCAL knowledge, RECENT relevant project experience, CURRENT availability and COMMITMENT to the City of Ocoee. CPH has the ability to pull from over 250 staff members to assist in design and construction services. Our total level of in-house resources consists of engineers, designers, environmental scientists, contractors, architects, surveyors, planners, GIS analysts, and landscape architects. The chart below identifies our project team and their roles in relation to the City.

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
KURT R. LUMAN, JR., P.E. PRINCIPAL-IN-CHARGE / PEDESTRIAN AND BICYCLE/MULTIMODAL **21 YEARS**	• Roadway paving, widening, extensions, new roads; as well as turn lane additions and traffic upgrades • FDOT guidelines and FDOT LAP • Trails and Shared-Use Paths • Signing and Pavement Parking • Maintenance of Traffic Plans • Streetscapes • Public Involvement • Permitting • Drainage/Flood Plain	• MLK Recreation Center Master Plan • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Punta Gorda Linear Park/Multi-Use Trail - Phases II and III (FDOT LAP) • Spec Martin Stadium and Earl Brown Park Improvements • Central Winds Park Roadway Improvements • Seminole Wekiva Trail, Phase IV (FDOT LAP)	• B.S. in Civil Engineering, University of Central Florida • Professional Engineer - FL (No. 65036) • Advance Maintenance of Traffic, FDOT, Critical Structures Construction Issues Course
MAXWELL D. SPANN, PLA, CLARB PROGRAM MANAGER **20 YEARS**	• Urban Design • Land Use and Comp Planning • Multi-Use Trail Projects • Parks and Open Space • Community Redevelopment • Streetscape and Corridor • Civic and Community Centers • Aquatic Facilities	• City of Ocoee SR 50 Landscape Median Improvements • Wildwood Millenium Park • Zora Neale Hurston Plaza • Casselberry Parks Master Planning • Sanford Riverwalk Phase III • Central Winds Park Roadway Improvements	• Bachelor of Landscape Architecture, Kansas State University 2002 • Professional Landscape Architect - FL (No. 6666780) • CLARB Certified - No. 31691 • American Planning Association • American Public Gardens Association • Florida Chapter ASLA - Orlando Section Chair
DAVID A. GIERACH, P.E., CGC QA/QC **38 YEARS**	• Project Management • Facility Interconnect Projects • Pipelines in Highly Urban Areas • Pumping Facilities • Planning, Design and Engineering Services during construction for water, wastewater, and reclaimed water type projects • Process Design / Analysis • Master Water / Wastewater / Reclaimed Water Plans	• DeBary Public Safety Complex • West Leesburg Neighborhood Resource Center • Orlando Sanford International Airport Terminal Expansion • DeLand New Public Works Complex • Sanford Civic Center • Westside Community and Recreation Center	• B.S. in Environmental Engineering, University of Florida • Professional Engineer - FL (No. 38642) • General Contractor License - FL (No. 060789)

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
JAMES K. WINTER, PLA, CLARB PARK PLANNING/ LANDSCAPE DESIGN **40 YEARS**	• Landscape Architecture • Trails/Multi-Use Paths and Parks • Gateways/Entry Features • Streetscapes • Land Planning • Commercial Development • Recreation Planning • Irrigation Design • Urban Design • Lighting • Sustainable Design	• MLK Recreation Center Master Plan - City of DeLand • Atlantic Beach Intracoastal Waterway Park Master Plan • Seminole County Sports Complex Planning and Design • Spec Martin Stadium and Earl Brown Park Improvements • Honeymoon Island Park Bike Trail (FDOT LAP) • Martin Luther King, Jr. Park • US 17/92 Riverwalk, Phase III (FDOT LAP)	• B.A. in Landscape Architecture, Mississippi State University • Professional Landscape Architect - FL (No. 0000911) • CLARB Certified - (No. 5203)
DANITA BRYANT, PLA LANDSCAPE ARCHITECT **16 YEARS**	• Urban Design Expert • Trails / Multi-Use Paths and Parks • Gatewat / Entry Features • Streetscape and Corridor Projects • Municipal Planning • Water Features	• Harrison Avenue Streetscape Design • Cape Coral SE 47th Terrace Streetscape Improvements • Hopkins Avenue Landscape and Traffic Signalization Projects (FDOT LAP) • Titusville Sand Point Park Splash Pad • MLK Recreation Center Master Plan - City of DeLand • Maitland - US 17/92 & George Ave. Sidewalk	• AAS in Drafting and Design, Wytheville Community College • Professional Landscape Architect - FL (No. LA6667318)
JAVIER E. OMANA, CNU-A PLANNING/ LAND USE/ ZONING ANALYSIS **36 YEARS**	• Property Entitlements Acquisition • Land Use Feasibility Reports • Land Planning/Master Planning • Site Planning • Project Management • Developments of Regional Impact • Comprehensive Planning • Land Use Amendments/ Rezonings • Expert Testimony	• Seminole County Sports Complex Planning and Design • Cape Coral Northwest and 7 Islands Vision Plan • Sweetwater Golf and Country Club • Georgia Avenue Redevelopment Vision Plan • CEI Services on the Gateway Landscape Improvements	• M.A. in Urban and Regional Planning, University of Florida • B.S. in Business Administration, University of Florida • CNU-a Accredited Member

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
MICHELLE TANNER PLANNING/ LAND USE/ ZONING ANALYSIS **26 YEARS**	• Land Planning / Master Planning • Site Planning • Golf Course Routing Design • Property Entitlements Acquisition • Land Use Feasibility Reports • Project Management • Comprehensive Planning • Land Use Amendments / Rezonings	• Seminole County Sports Complex Planning and Design • Cape Coral Northwest and 7 Islands Vision Plan • Daytona Beach – US 92 (International Speedway Boulevard) Streetscape • Community Redevelopment Agency (CRA) area US 17-92 / Triplet Lake	• B.A. in Architecture, University of Florida
MARK Z. ERQUITT PROJECT DESIGNER WAYFINDING/ SIGNAGE/ RENDERINGS **24 YEARS**	• Wayfinding • Landscape Design • Streetscape Design • Conceptual Site Plan Exhibits • Conceptual Site Perspective Exhibits	• City of Titusville - Sand Point Park Splash Pad • Casselberry Parks Master Planning • MLK Recreation Center Master Plan – City of DeLand • Davis Park Expansion	• B.F.A., School of Industrial & Graphic Design, Auburn University • Certified FDOT Public Outreach Specialist • Certified Toastmaster (CTM) • Society for Marketing Professional Services (SMPS)
JASON AGRONT PROJECT DESIGNER / LANDSCAPE ARCHITECTURE **3 YEAR**	• Rendering & Graphic Design • Site Analysis & Site Design • Planning • Planting and Residential Design • Urban Design • Design Implementation • Hardscape / Landscape • GIS	• Bluford Avenue Streetscape - Phase II - City of Ocoee • McDonald's Continuing Contract • CVS Pharmacy - Continuing Contract • Wawa Stores	• MA in Urban and Regional Planning, University of Florida • BS in Landscape Architecture, University of Florida • AA in General Studies, Valencia Community College
RODNEY "CHIP" SMITH PROJECT DESIGNER / LANDSCAPE ARCHITECTURE **16 YEARS**	• Streetscape & Corridor Projects • Landscape Design • Design Technican • AutoCAD • Conceptual Site Plan Exhibits • Gateways / Entry Features • Multi-Use Trail Projects	• MLK Recreation Center Master Plan - City of DeLand • W. Central Blvd. Roadway Reconstruction, Streetscape, and Sanitary Sewer Replacement Design/ Build • Harrison Avenue Streetscape Design • Cape Coral SE 47th Terrace Streetscape Improvements • Winter Springs - Blumberg Avenue / Trail • US 17-92 RiverWalk Phases II & III (FDOT LAP) • Bay County SR30 Western Bay Gateway	

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
JEREMIAH D. OWENS, P.E., CFM SITE ENGINEERING **20 YEARS**	• Site Planning • Design • Permitting • Stormwater • Transportation Improvements • Aviation Improvements • Established Relationships With Local And Federal Agencies • Thorough Understanding of Performing Services Through Continuing Contracts • Managed Small to Large Improvement Programs	• Seminole County Sports Complex Planning and Design • Soldier's Creek Park Planning and Design • Mill Lake Park (Phases I & II) • Earl Brown Park Improvements	• B.S. in Civil Engineering, Louisiana Tech University • Professional Engineer - FL (No. 65037) • Certified Floodplain Manager • Qualified Stormwater Management Inspector
MATTHEW CUSHMAN, P.E. PEDESTRIAN AND BICYCLE/MULTIMODAL **15 YEARS**	• Trails and Shared-Use Paths • Roadway Paving • Roadway Widening • Extensions • New Roads • Turn Lane Additions and Traffic Upgrades • FDOT Guidelines and FDOT LAP • Permitting • Public Involvement	• MLK Recreation Center Master Plan • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Punta Gorda Linear Park/Multi-Use Trail - Phases II and III (FDOT LAP) • Spec Martin Stadium and Earl Brown Park Improvements • Central Winds Park Roadway Improvements • Seminole Wekiva Trail, Phase IV (FDOT LAP)	• B.S. in Aerospace Engineering, Embry-Riddle Aeronautical College • Professional Engineer, FL (No. 73150) • Advanced Maintenance of Traffic • Traffic Signal Inspector Level I, IMSA Certified - FL
JOSEPH M. LOFASO, JR., P.E. PEDESTRIAN AND BICYCLE/MULTIMODAL **6 YEARS**	• Roadway paving, widening, extensions, new roads; turn lane additions and • traffic upgrades • Trails and Shared-Use Paths • Maintenance of Traffic Plans • Streetscapes • Drainage/Flood Plain	• Cape Coral SE 47th Terrace Streetscape Improvements • West Georgia Avenue Streetscape and Landscaping Improvements • W. Central Blvd. Roadway Reconstruction, Streetscape, and Sanitary Sewer Replacement Design/ Build • Otter Run WTP Renewal and Replacement MOT Plans • Texas Avenue Utility Improvement Project MOT Plans	• M.S. in Civil Engineering, University of Central Florida • B.S. in Civil Engineering, University of Central Florida • Professional Engineer - FL (No. 88718) • FDOT AMOT No. 6082 • FDEP Stormwater Inspector No. 32531
JESSE SUDA RENDERINGS **5 YEARS**	• Graphic Design • Adobe Photoshop • Adobe Illustrator • Adobe InDesign • Adobe Muse • Digital Photography	• Casselberry - Sunnytown Park Concept Planning • Casselberry - Wirz Park Concept Planning • Largo West Bay Trailhead (FDOT LAP) • Seminole County - Lake Monroe Trail Loop (FDOT LAP)	• B.A. in Art with coursework in Graphic Design and Psychology

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
LEE MURRAH RENDERINGS **21 YEARS**	• AutoCAD • Revit • 3D Studio Max • Adobe Photoshop • Adobe Illustrator • Revit Architecture	• Spec Martin Stadium and Earl Brown Park Improvements • Daytona Beach - US 92 (International Speedway Boulevard) Streetscape • Bunnell Trail (FDOT LAP) • DeBary Central Fire Station • DeBary Public Safety Complex	• Brevard Community College • B.S. at University of South Alabama • A.S. at Seminole Community College
BROOK K. SHERRARD, AIA, NCARB, LEED AP BUILDINGS/ STRUCTURES - ARCHITECTURE **22 YEARS**	• Completed more than 6.4 million SF of projects • Building Information Modeling (BIM) and sustainability initiatives • Experience designing projects according to LEED® Certification guidelines	• Jacqueline Bradley and Clarance Otis Family Boys & Girls Club • Joe R. Lee Boys and Girls Club • University of Central Florida Idea lab at eli2 • Tohopekaliga High School • Barsanti Elementary School Addition	• M.S. in Architecture, University of South Florida, School of Architecture and Community Design • B.S. in Applied Technology/ Business, Florida Institute of Technology • A.S. in Life Sciences, Harrisburg Area Community College • Registered Architect - FL (No. AR92948) , LEED Accredited Professional, American Institute of Architects (AIA), National Council of Architectural Registration Boards (NCARB)
JEFFREY A. DEAL, P.E. M/E/P **8 YEARS**	• MEP Project Management • Retail/Office • Education • Restaurant • Industrial/Warehouse • Chapel/Religious Assembly • High End Residential • Government/Police/Fire	• Orlando Sanford International Airport Terminal Expansion • DeBary Central Fire Station • DeBary Public Safety Complex • Monroe County Fire Station - Cudjoe Key • Miramar Fire Station #84 Phase II • Aramark/UCF Student Union Renovations	• B.S. in Mechanical Engineering, University of Central Florida • Professional Engineer - FL (No. 87451)

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
CHRISTOPHER DEWAAL, P.E. ELECTRICAL/ LIGHTING **27 YEARS**	• Project Management • Electrical Design • Electrical study • Substation and distribution line design and equipment specifications • SCADA/instrumentation and controls	• Electrical Engineer/ Partner, Raasch Associates, Inc., Green Bay WI. • Muskogee Mill Utility Feed and Medium Voltage Distribution Improvements • Lambeau Field Projects • Resch Center Projects • Schneider National Projects	• M.E.M. in Engineering Management, Kansas State University • M.S. in Electrical Engineering, Kansas State University • B.S. in Electrical Engineering • Professional Engineer - FL (No. 58964)
NIKHEL JINDAL, GCC, ASSOC. DBIA, ENV SP SUSTAINABILITY **22 YEARS**	• Conceptual Design • Cost Estimation • Purchasing • Public Involvement	• Sanford 1st Street Streetscape and Gateway Improvements • Georgia Avenue District Redevelopment Vision/Master Plan • Cape Coral SE 47th Terrace Streetscape Improvements • Cape Coral 7 Islands Vision • Leesburg Teen Center • Leesburg Aquatic Facility	• A.S. in Multimedia Design, Valencia Community College • Organizational Communications, Rollins College, Design-Build Certification - AS-2897 • Envision Sustainability Professional - 42882 • Government Contractor Certificate - 0047
JOSE M. ORTIZ, MCE, P.E. BUILDINGS/ STRUCTURES - STRUCTURAL **23 YEARS**	• Structural Concrete, Steel, and Timber Design • Seismic/Wind Engineering • Construction Inspection/ Supervision • High Rise Building Design • Theme Parks • Fall Protection • Failure Analysis & Post Disaster Assessment • Structural Evaluation and Retrofitting	• Mill Lake Park • City of Sanford - US 17/92 Riverwalk, Phase III (FDOT LAP) • Fallen Heroes Memorial • Seminole Wekiva Trail, Phase IV • Seminole Science Charter School Improvements	• M.A., Yıldız Technical University • B.A., Yıldız Technical University • Florida Atlantic University (Non Degree Courses) • Registered Architect - FL (No. AR95507) • LEED Accredited Professional

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
DAVID A. TERWILLEGER, P.E., CGC CONSTRUCTION INSPECTION/ ADMINISTRATION **40 YEARS**	• Project Management • Capital Planning • Utility Coordination and Design • Permitting • Roadway Design • Interlocal Coordination • Cost Estimation • Constructability Review • Value Engineering • Phasing/Scheduling	• Highbanks Road Sidewalk Widening • Belle Terre Parkway Four-Laning • Highbanks Road at US 17/92 - City of DeBary • Spruce Creek Road and SR 421 (Dunlawton Ave.) Intersection Improvements Project • Colomba Road and US 17/92 Emergency Traffic Signal	• M.S. in Civil Engineering, University of Central Florida • B.S. in Civil Engineering, University of Florida • Graduate work in Structural and Geotechnical Engineering • Professional Engineer - FL (No. 34376) • Certified General Contractor - FL (No. 031751) • Advanced Maintenance of Traffic • CTQP QC Manager • Critical Structures Construction Issues Course • CTQP Final Estimates Level I & II
CLINT T. IANNOTTI CONSTRUCTION INSPECTION/ ADMINISTRATION **24 YEARS**	• Construction Administration • Computer-Aided Design • Structural Inspection • FDOT Compliance • Cost Estimation	• Bunnell Trail • Palm Coast WTP No. 3 • Belle Terre Parkway Four-Laning • FDOT I-4 Ultimate Project: City of Orlando • FDOT I-4 Ultimate Project: City of Maitland • FDOT I-4 Ultimate Project: City of Eatonville	• Architectural/Structural AutoCAD Diploma, St. Augustine Technical Center • CTQP Final Estimates, Level I & II • Advanced Maintenance of Traffic • Intermediate Maintenance of Traffic • Qualified Stormwater Management Inspector • Critical Structures Construction Issues Course

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
AMY E. DALY, LEED AP WETLANDS/ ENVIRONMENTAL **28 YEARS**	• Project Management • Ecological Assessments • Environmental Permitting • Mitigation Program Design • Wetland Delineation • Land Management • Consumptive Use Permitting • Functional Assessments • Water Quality Monitoring • Wildlife Assessment, Management, & Permitting	• MLK Recreation Center Master Plan - City of DeLand • Atlantic Beach Intracoastal Waterway Park Master Plan • Punta Gorda Linear Park/Multi-Use Trail - Phases II and III (FDOT LAP) • Seminole County Sports Complex Planning and Design • Soldier's Creek Park Planning and Design	• M.B.A., FMU, Summa Cum Laude • B.S. in Biological Sciences, Florida State University • U.S. Army Corps of Engineers Wetland Delineator • Florida Unified Mitigation Methodology Course • Qualified Stormwater Management Inspector • Prescribed Burner • Authorized Gopher Tortoise Agent (No. GTA-09-00145) • LEED Accredited Professional
AARON P. MOORE, PWS WETLANDS/ ENVIRONMENTAL **20 YEARS**	• Environmental Resource Permitting • Protect Species Surveys and Permitting / Relocation • Wetland Delineation • Mitigation Design, Monitoring & Implementation • Ecological Assessments • Habitat Management • WUP/CUP Permitting • Water Quality Monitoring and Assessment • Wetland Impact Analysis	• MLK Recreation Center Master Plan - City of DeLand • Atlantic Beach Intracoastal Waterway Park Master Plan • Punta Gorda Linear Park/Multi-Use Trail - Phases II and III (FDOT LAP) • Seminole County Sports Complex Planning and Design • Soldier's Creek Park Planning and Design	• B.S. in Biology, University of Central Florida • Authorized Gopher Tortoise Agent (No. GTA-09-00125D) • Southwest Florida Water Management District Soils Identification Course • Florida United Mitigation Assessment Methodology Course • ACOE Wetland Delineator • Professional Wetland Scientist Certification (No. 2440)
THOMAS J. GALLOWAY, PSM SURVEY **30 YEARS**	• Surveying and Management • Highway Projects • Land Development • Commercial and Private Projects • Municipal Projects • Park Improvements Projects	• DeBary Splash Park • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • City of Titusville - Sand Point Park Splash Pad • Mill Lake Park	• B.S. in Surveying and Mapping, University of Florida • Professional Surveyor & Mapper - FL (No. 6549) • NCEES Council No. 1291



KURT R. LUMAN, JR., P.E.

Principal-In-Charge
Pedestrian and Bicycle/
Multimodal

21 Years of Experience
20 Years with CPH

EDUCATION

B.S. in Environmental Engineering, University of Central Florida

LICENSES / CERTIFICATIONS

Professional Engineer - FL (No. 65036)
Advance Maintenance of Traffic, FDOT, Critical Structures Construction Issues Course

KEY QUALIFICATIONS

- Roadway paving, widening, extensions, new roads; as well as turn lane additions and traffic upgrades
- DOT guidelines and DOT LAP
- Trails and Shared-Use Paths
- Signing and Pavement Parking
- Maintenance of Traffic Plans
- Streetscapes
- Public Involvement
- Permitting
- Drainage/Flood Plain

OVERVIEW

Mr. Luman serves the firm of CPH in the capacity of Sr. Vice President and Transportation Division Director. He is responsible for managing, engineering, and designing roadway, traffic, and trail projects, including geometric design, stormwater management systems, traffic intersections, and traffic control plans. Mr. Luman is also responsible for the preparation and processing of permits through various regulatory agencies including DOT Local Agency Program (LAP) projects. In addition to highway and traffic design he has experience in preparing stormwater pollution prevention plans, construction estimates and site inspections.

RELEVANT EXPERIENCE

US 17-92 Riverwalk, Phase II & III (DOT LAP)

- Phase II of the DOT LAP project included 1.5 miles of 10-14 foot wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting.
- For Phase III, CPH provided planning, survey, and design services for a 1.7 mile extension to an existing trail. The new extension connects to the previous phase designed by CPH and is the final connection between the I-4 Corridor with the adjacent Seminole County Rinehart Trail and the downtown Sanford RiverWalk Trail system

Cape Coral SE 47th Terrace Streetscape Improvements

- CPH was selected by the City of Cape Coral to provide professional design and construction engineering services for the streetscape improvements of SE 47th Terrace, from Coronado Parkway to Del Prado Blvd.
- The improvements will include sidewalks with pavers, landscaping, road reconstruction, removal of on-street parking to increase the width of the pedestrian area, off-street parking modification, streetlights, traffic analysis and calming including adding a roundabout at one of the busiest intersections, raised mid-block pedestrian crossings, street furniture, ADA improvements, and drainage modifications/upgrades.
- CPH is also designing the utility upgrades/modifications including a new upsized watermain, new forcemain, and a new reclaimed watermain. Design services will also include modifications to the City's Club Square, such as added sidewalks, bio-retention swales, entrance feature, ADA improvements, landscaping, and streetlights.

Bluford Avenue, Phase II

- This project involves a 3,000 ft. long segment of Bluford Ave. in the heart of the City of Ocoee, from Delaware St. to Silver Star Road (SR 438) and passes through the historic downtown area, as well as the current and future City Halls.
- The project includes the reconstruction of the roadway following the completion of the water main, gravity sewer, and reclaimed water main installations. This reconstruction will include replacing nearly two-thirds of the roads length with brick pavers instead of asphalt, to denote the downtown and municipal complexes with this change in road's character. This will be done in conjunction with the transfer of all utilities from existing overhead poles to underground conduits and the installation of street lighting.

Alabama Avenue Greenway (DOT LAP)

- The project included the design and CEI of a 1.4 mile shared use path
- The design phase required reviewing the trail study prepared for DOT by another engineering company, and modifying the alignment and trail width to fit within the City's existing rights-of-way.
- The areas with narrow right-of-way required narrowing the existing roadway, and overlaying portions of the existing road to provide adequate drainage without adding additional structures.

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MAXWELL D. SPANN, PLA, CLARB

Program Manager

20 Years of Experience
5 Years with CPH

EDUCATION

Bachelor of Landscape Architecture,
Kansas State University

LICENSES / CERTIFICATIONS

Professional Landscape Architect - FL (No. 6666780)
CLARB Certified - No. 37691
American Planning Association
American Public Gardens Association
Florida Chapter ASLA - Orlando Section Chair

KEY QUALIFICATIONS

- Complete Streets / Streetscapes
- Gateways/Signage
- Established knowledge and expertise of FDOT guidelines and FDOT LAP
- Trails and Shared-Use Paths
- Public Involvement / Permitting
- Parks and Recreation
- Corridor Studies

OVERVIEW

Mr. Spann serves CPH as Vice President and Director of Landscape Architecture. He is responsible for planning, design, and construction inspection of landscape design for CPH projects. Mr. Spann has over 20 years of experience in Landscape Architecture, including master planned and mixed-use developments, municipal ordinance review and development, community amenity design including public and private design charette facilitation and grant discovery and document development. He has extensive project management, design and construction administration experience for active and passive parks as well as multi-use trail projects. He also has experience with streetscapes, aquatic facilities and other public works projects.

RELEVANT EXPERIENCE

Cape Coral SE 47th Terrace Streetscape Improvements

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- The improvements will include sidewalks with pavers, landscaping, road reconstruction, removal of on-street parking to increase the width of the pedestrian area, off-street parking modification, streetlights, traffic analysis and calming including adding a roundabout at one of the busiest intersections, raised mid-block pedestrian crossings, street furniture, ADA improvements, and drainage modifications/upgrades.
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W. Central Blvd. Roadway Reconstruction, Streetscape, and Sanitary Sewer Replacement Design/Build

- The project was constructed as a Design/Build during Ultimate I-4. As a result, the MOT had to be extensively coordinated with FDOT as it was near I-4. Two intersections were upgraded with signals. The City's new Major League Soccer Stadium was being constructed along this road. Design had to accommodate this new pedestrian and special event traffic as well as provide a dedicated Bus Lane.

Zora Neale Hurston Plaza

- The project included the creation of a plaza/park area between State office buildings and a University. The new plaza was developed to include pedestrian improvements, on street parking, and gathering areas.

MLK Recreation Center Master Plan

- The project included the master planning of a new park to be located in an environmentally sensitive area. CPH provided 3 concepts to provide a new 30,000 SF community center, multi-purpose fields, baseball field, pedestrian paths, parking, and an office/maintenance facility.

Millennium Park Redesign

- CPH is working with the City of Wildwood to update the master plan of a regional 90+ acre park. This park currently hosts events and weddings at the onsite center, as well as multiple baseball and soccer/multi-purpose fields. To meet the growing needs of the City, CPH is working to help master plan the park improvements to include new parking, internal roadway system, overlooks/ pavilions, trails, and reconfigure fields. As well the new master plan will analyze the potential for youth activity center area focused around aquatics. As a part of the project, after the master plan, CPH will design all necessary stormwater and roadway / parking infrastructure outlined in the master plan.



JAMES K. WINTER, RLA, CLARB

Park Planning/ Landscape Design

40 Years of Experience
16 Years with CPH

EDUCATION

B.A. in Landscape Architecture, Mississippi State University

LICENSES / CERTIFICATIONS

Professional Landscape Architect - FL (No. 0000911)
CLARB Certified - (No. 5203)

KEY QUALIFICATIONS

- Landscape Architecture
- Trails/Multi-Use Paths and Parks
- Gateways/Entry Features
- Streetscapes
- Land Planning
- Commercial Development
- Recreation Planning
- Irrigation Design
- Urban Design
- Lighting
- Sustainable Design

OVERVIEW

Mr. Winter serves CPH as a Landscape Architect and Vice President. He has over 40 years of experience in Landscape Architecture, including 16 years as Capital Projects Construction Manager for parks and recreations projects within local governments. Mr. Winter has extensive project management, design and construction administration experience for active and passive parks as well as multi-use trail projects. He also has experience with streetscapes, aquatic facilities and other public works projects.

RELEVANT EXPERIENCE

Cape Coral SE 47th Terrace Streetscape Improvements

- CPH was selected by the City of Cape Coral to provide professional design and construction engineering services for the streetscape improvements of SE 47th Terrace, from Coronado Parkway to Del Prado Blvd.
- The improvements will include sidewalks with pavers, landscaping, road reconstruction, removal of on-street parking to increase the width of the pedestrian area, off-street parking modification, streetlights, traffic analysis and calming including adding a roundabout at one of the busiest intersections, raised mid-block pedestrian crossings, street furniture, ADA improvements, and drainage modifications/upgrades.
- CPH is also designing the utility upgrades/modifications including a new upsized watermain, new forcemain, and a new reclaimed watermain. Design services will also include modifications to the City's Club Square, such as added sidewalks, bio-retention swales, entrance feature, ADA improvements, landscaping, and streetlights.

Bluford Avenue, Phase II

- This project involves a 3,000 ft. long segment of Bluford Ave. in the heart of the City of Ocoee, from Delaware St. to Silver Star Road (SR 438) and passes through the historic downtown area, as well as the current and future City Halls.
- The project includes the reconstruction of the roadway following the completion of the water main, gravity sewer, and reclaimed water main installations. This reconstruction will include replacing nearly two-thirds of the roads length with brick pavers instead of asphalt, to denote the downtown and municipal complexes with this change in road's character. This will be done in conjunction with the transfer of all utilities from existing overhead poles to underground conduits and the installation of street lighting.

US 17/92 Riverwalk, Phase II (DOT LAP)

- Project consisted of 1.5 miles of 10-14 foot wide trail
- Included replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting
- Advanced coordination with the WMD and DEP because of work within sovereign submerged lands, replacement seawall, and pedestrian bridge
- Due to the need for the trail to comply with ADA 2% maximum cross slope requirements, retaining walls were used in some areas to provide the necessary flat area, and simultaneously provided 100 year flood plain compensation – a requirement of the WMD

Alabama Avenue Greenway (DOT LAP)

- Provided civil, planning, survey, landscape architecture, permitting
- Project consisted of 2.1 Mile Multi-Use Path/ 12' Wide
- Responsible for planning and Study of 5 Mile Extension Phase II
- Extensive public involvement and limited ROW and easements
- "Florida Friendly" Landscape Design

Seminole Wekiva Trail, Phase IV (DOT LAP)

- Provided civil, survey, landscape architecture, permitting
- Project consisted of 2.5 Mile Multi-Use Path/14' Wide
- LAP Funded and extensive coordination with DOT as well as coordination with multiple municipalities

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DANITA BRYANT, PLA

Landscape Architect

16 Years of Experience
6 Years with CPH

EDUCATION

AAS in Drafting and Design, Wytheville Community College

LICENSES / CERTIFICATIONS

Professional Landscape Architect - FL (No. LA6667318)

KEY QUALIFICATIONS

- Landscape Architecture
- Trails/Multi-Use Paths and Parks
- Gateways/Entry Features
- Streetscapes
- Municipal Planning
- Streetscape and Corridor
- Municipal & Institutional

OVERVIEW

Ms. Bryant serves CPH as a Landscape Architect and Landscape Designer. She has more than 16 years of experience in Landscape Architecture. Ms. Bryant has extensive experience in the design of parks, streetscapes, and commercial/retail properties.

RELEVANT EXPERIENCE

Leesburg Aquatic Facility

- CPH is providing planning, design, and permitting for the development of a regional aquatic facility. The facility will include an eight (8) lane competition facility designed to USA Swimming standards for high school competitions.
- The facility will also include a recreational pool with interactive play features, zero entry and a "free" swim area that can be utilized for swim education. Along with the recreational pool will be a water slide, shaded areas for party rentals, and shower facilities.
- The complex will include an entry/ticket building, concession building, changing/locker facilities, and mechanical/equipment areas.

DeBary Community Park & Splash Pad

- CPH provided planning, design, permitting, surveying and construction services for a splash pad water feature and all associated appurtenances for the City of DeBary.
- The design included a 2,000 sq. ft. splash pad, bathroom building, pump room to house the pump and chlorination equipment, in-ground return water tank, extension of electrical service, water service and gravity sewer lines to support the splash pad, and additional sidewalks adjacent to the new splash pad.

Splash Pad at Alonzo Babe James Community Center

- The splash pad will be 40' in diameter with a 5' splash zone and will include three vertical splash features, various ground sprays, and a recirculating filter pump.
- Along with the splash pad, there will be a pre-engineered restroom building, a shower and water fountain, a concrete patio, and landscaping improvements.

Casselberry Wirz Park Planning & Preliminary Design

- CPH provided planning and preliminary design to the City of Casselberry for the reinvestment and updating the master plan for Wirz Park, a regional facility with multiple uses.
- As part of the overall park the new design included a New entrance, Relocation of maintenance building, Expansion of the existing community building, New outdoor terrace, Event patio with 20' x 20' pavilion, Splash pad, Zero entry pool with interactive features, 5-lane/25-meter pool, Shade structures, Volleyball courts, Basketball courts, Playground, and Trail upgrades.

City of Maitland – Fort Maitland Park Redevelopment

- CPH is providing planning, design, and permitting to the City of Maitland for the redevelopment of an existing boat ramp park.
- The new park will include redesigned boat and car parking, a new bathroom facility, a playground, picnic shelter, and concrete path.

City of Titusville – Sand Point Park Splash Pad

- CPH provided Design, Permitting, and Post Construction Services for the splash pad project in a Design/Build format.
- CPH performed the design of the splash pad, including civil, landscape architecture, and electrical design services for the splash pad and related infrastructure.
- The splash pad was approximately 2,000 SF, which included multiple in-ground and above-ground interactive water features.



MARK Z. ERQUITT

Wayfinding/ Signage and Rendering

24 Years of Experience
2 Year with CPH

EDUCATION

Auburn University; Auburn, AL
Bachelor of Fine Arts; School of Industrial & Graphic Design

LICENSES / CERTIFICATIONS

Certified FDOT Public Outreach Specialist
Certified Toastmaster (CTM)
Society for Marketing Professional Services (SMPS)

KEY QUALIFICATIONS

- Wayfinding
- Landscape Design
- Streetscape Design
- Conceptual Site Plan Exhibits
- Conceptual Site Perspective Exhibits

OVERVIEW

Mr. Erquitt serves CPH as a Landscape Designer. He has more than 24 years of experience in Landscape Design.

RELEVANT EXPERIENCE

City of Titusville - Sand Point Park Splash Pad

- CPH is providing Design, Permitting, and Post Construction Services for the splash pad project in a Design/Build format.
- CPH performed the design of the splash pad, including civil, landscape architecture, and electrical design services for the splash pad and related infrastructure
- The splash pad was approximately 2,000SF, which included multiple in-ground and above-ground interactive water features.

Casselberry Parks Master Planning

- CPH is providing parks and recreational facility planning, programming and design services to develop alternatives for the redevelopment of the City of Casselberry's Sunnytown and Wirz Parks. The designs address improvements to public access, neighborhood connectivity, safety and improvements to parking, lighting, facilities and amenities. Outreach meetings with the public and City provide opportunities for community input.

MLK Recreation Center Master Plan – City of DeLand

- The concept plan includes: 30,000 square foot recreation center including basketball court gymnasium, meeting space, break-out spaces and future offices for City Recreation Department Staff; Evaluation of all-age programs and leagues needs for spatial layout internal to the building; Evaluation of parking requirements and propose adequate parking areas with a minimum 150 spaces and required additional accessible parking spaces; Proposed nature based recreation opportunities throughout property; Proposed picnic areas with pavilions to meet the needs of park guests; Evaluation of the environmental conditions of the site; Review SJRWMD data for natural area impact reviews; Off-site turn lanes; and Estimate of probable cost for each Concept Plan.

Davis Park Expansion

- CPH is providing parks and recreational facility planning, programming and design services to develop expansion scenarios for St. Johns County Davis Park. The scope of this project includes additions/improvements to public access, parking, pedestrian connectivity, sports programming, multi-use fields, lighting, amenities and infrastructure.

Payne Park Tennis Facility

- CPH is providing recreational facility planning and design services to develop alternatives for renovations to the City of Sarasota's Payne Park Tennis Facility. The intent of the renovations includes improving; public ingress/egress to the facility, landscape, hardscape and site amenities to improve comfort, use and beautification

City of Sanford - US 17/92 Riverwalk, Phase III

- CPH provided planning, survey, and design services for a 1.7 mile extension to an existing trail.
- This project followed the complete streets design elements with the provision of a Multi-Use Trail, Roadway safety improvements, Traffic Calming design, Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/ Design , Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, Way-finding Design, Pedestrian Mid-Block Crossings (Rectangular Rapid Flashing Beacons), Traffic Studies, Survey, and Wetland Mitigation.

cph



JAVIER E. OMANA, CNU-A

Land Use/Zoning Analysis

36 Years of Experience
19 Years with CPH

EDUCATION

M.A. in Urban and Regional Planning, Concentration: Land Planning & Urban Design, University of Florida
B.S. in Business Administration, Concentration: Economics, University of Florida

LICENSES / CERTIFICATIONS

CNU-a Accredited Member

KEY QUALIFICATIONS

- Property Entitlements Acquisition
- Land Use Feasibility Reports
- Land Planning/Master Planning
- Site Planning
- Project Management
- Developments of Regional Impact
- Comprehensive Planning
- Land Use Amendments/Rezonings
- Expert Testimony

OVERVIEW

Mr. Omana serves CPH as Vice President of Land Planning Services and Senior Planner. His professional experience encompasses a wide range of land development planning activities that include: land use feasibility studies, master planning, site planning, Developments of Regional Impact (DRI), rezonings, entitlement acquisitions, permitting, and governmental approvals. Mr. Omana has master planned/designed, and obtained development approvals for a host of projects ranging from small sites to large scale DRI's.

RELEVANT EXPERIENCE

Georgia Avenue District Redevelopment Vision/Master Plan

- CPH was retained by the City of DeLand to prepare a Vision Plan for the Georgia Avenue District area highlighting the potential redevelopment of the area.
- The purpose of the Georgia Avenue District Vision Plan is to identify key urban design and place-making elements that will set forth the blueprint for redevelopment in the area celebrating the entrepreneurial, historic, cultural, and urban design assets.

CEI Services on the Gateway Landscape Improvements

- This project involved CEI Services for the Gateway Landscape Improvements at the intersection of US Highway 441 and US Highway 27 for the City of Leesburg.
- CPH provided services to ensure the Landscape portion of the project was completed in conformance with the plans and specifications.

Bluford Avenue, Phase II

- This project involves a 3,000 ft. long segment of Bluford Ave. in the heart of the City of Ocoee, from Delaware St. to Silver Star Road (SR 438) and passes through the historic downtown area, as well as the current and future City Halls.
- The project includes the reconstruction of the roadway following the completion of the water main, gravity sewer, and reclaimed water main installations. This reconstruction will include replacing nearly two-thirds of the roads length with brick pavers instead of asphalt, to denote the downtown and municipal complexes with this change in road's character. This will be done in conjunction with the transfer of all utilities from existing overhead poles to underground conduits and the installation of street lighting.

Cape Coral Northwest and 7 Islands Vision Plan

- The City of Cape Coral , Florida retained the firm of CPH, Inc. to conduct a Visioning and Master Plan Study for the City's Northwest Quadrant and its 7 Island Area.
- The Study Area consisted of 20 square miles with over 20 miles of frontage along the Matlacha Pass and its marine habitat.
- CPH prepared detailed overall vision plans to establish a "village character" for the area highlighting connectivity, compatibility and context based design alternatives. Design Elements included: complete streets, public lands utilization, mixed-use and commercial lands, target private lands for acquisition for public space, Street tree plans, signage and theming plans, neighborhood identification and preservation, waterfront activation, and infrastructure expansion plans. The Plan established a 50 year implementation horizon.

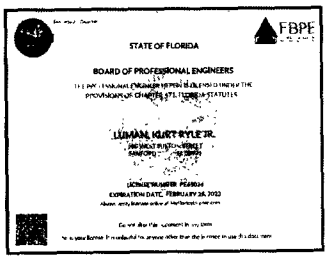
58th Street Master Plan

- Miami Dade County requested to have a master plan conceptual design for a 42+ acres portion of the existing Public Works and Waste Management site located on 8795 NW 58th Street in Miami-Dade County, Florida.
- Took the lead role as the project planner for the County, handling the master planning and coordination of regulatory agency meetings to assure the timely completion of the project in a cost effective manner.
- Provided space programming, concept design, and master planning of public works/waste services complex.
- The project included reconfiguration of site, moving existing buildings, and has components such as administration offices, fuel and hazard waste storage, materials storage, vehicle storage, and vehicle maintenance facilities.

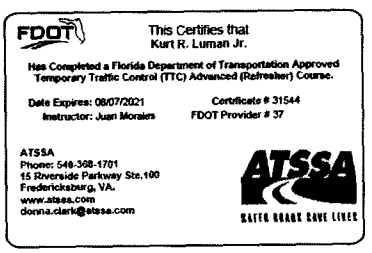
cph

KEY PERSONNEL LICENSES/ CERTIFICATIONS

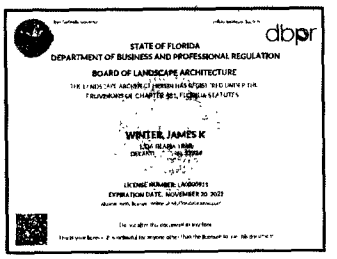
KURT R. LUMAN, JR., P.E.


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
LUMAN, KURT KYLE JR.
EXPIRATION DATE: FEBRUARY 28, 2022

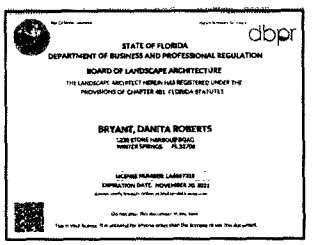

The American Traffic Safety Services Association
Hereby recognizes that
Kurt Luman
has attended
Florida Advanced Refresher Training Course
08/06/2013
West Palm Beach, FL


This Certifies that
Kurt R. Luman Jr.
Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 08/07/2021 Certificate # 31544
Instructor: Juan Morales FDOT Provider # 37
ATSSA
Phone: 540-368-1701
15 Riverside Parkway Ste.100
Fredericksburg, VA.
www.atssa.com
donna.clark@atssa.com
SAFER ROADS SAVE LIVES

JAMES K. WINTER, PLA, CLARB


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
WINTER, JAMES K
EXPIRATION DATE: NOVEMBER 30, 2022

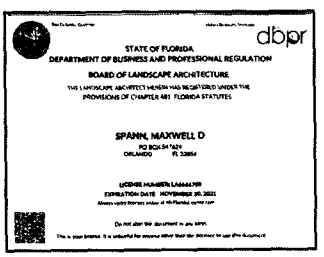
DANITA BRYANT, PLA


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
BRYANT, DANITA ROBERTS
EXPIRATION DATE: NOVEMBER 30, 2022

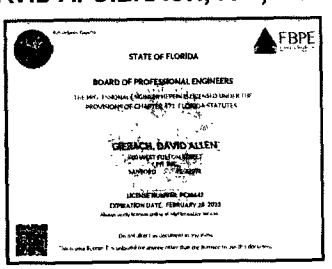
JAVIER E. OMANA, CNU-A

CNU

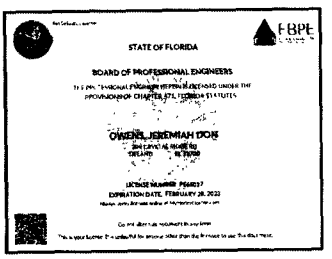
MAXWELL D. SPANN, PLA, CLARB


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
SPANN, MAXWELL D

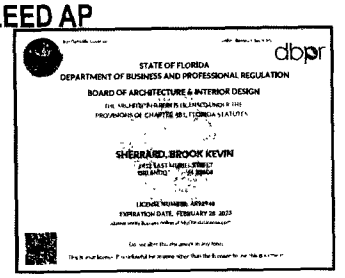
DAVID A. GIERACH, P.E., CGC


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
GIERACH, DAVID ALLEN
EXPIRATION DATE: FEBRUARY 28, 2023

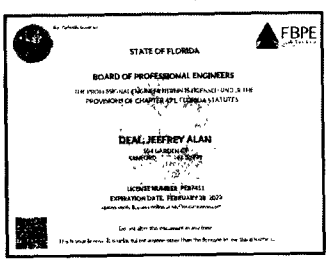
JEREMIAH D. OWENS, P.E. CFM


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
OWENS, JEREMIAH DON
EXPIRATION DATE: FEBRUARY 28, 2023

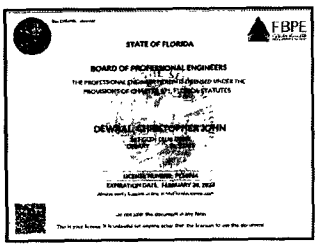
BROOK K. SHERRARD, AIA, NCARB, LEED AP


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
SHERRARD, BROOK KEVIN
EXPIRATION DATE: FEBRUARY 28, 2023

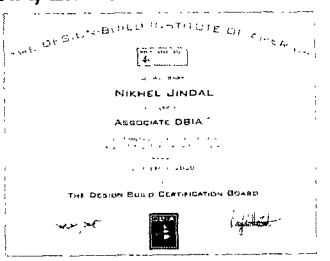
JEFFREY A. DEAL, P.E.


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
DEAL, JEFFREY ALAN
EXPIRATION DATE: FEBRUARY 28, 2023

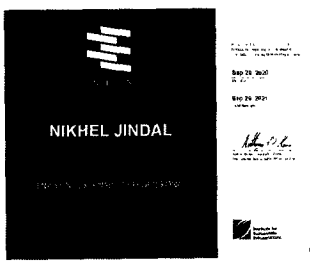
CHRISTOPHER DEWAAL, P.E.


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
DEWAAL, CHRISTOPHER JOHN

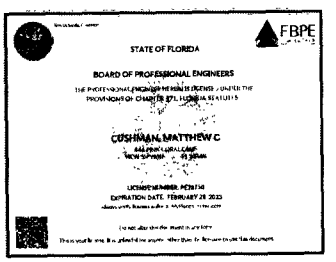
NIKHEL JINDAL, GCC, ASSOC. DBIA, ENV SP

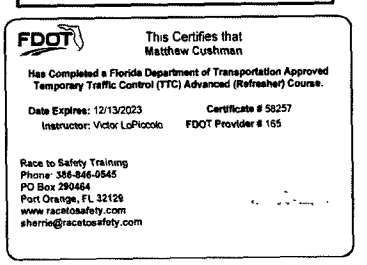

NIKHEL JINDAL
ASSOCIATE DBIA
THE DESIGN BUILD CERTIFICATION BOARD


NIGP
Nikhil Jindal
Government Contractor Certificate
GCC

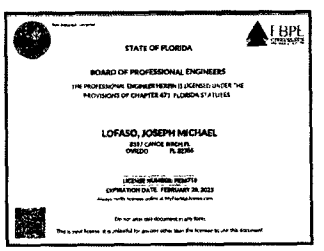

NIKHEL JINDAL

MATTHEW CUSHMAN, P.E.


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
CUSHMAN, MATTHEW C
EXPIRATION DATE: FEBRUARY 28, 2023

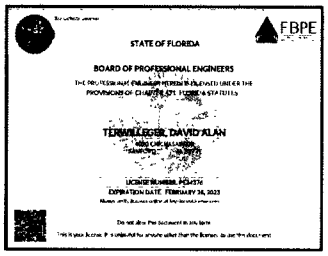

This Certifies that
Matthew Cushman
Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 12/13/2023 Certificate # 58257
Instructor: Victor LoPiccolo FDOT Provider # 165
Race to Safety Training
Phone: 386-846-0545
PO Box 290464
Port Orange, FL 32129
www.racetosafety.com
sherrie@racetosafety.com

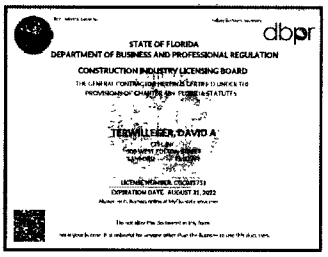
JOSEPH M. LOFASO, JR., P.E.


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
LOFASO, JOSEPH MICHAEL
EXPIRATION DATE: FEBRUARY 28, 2023

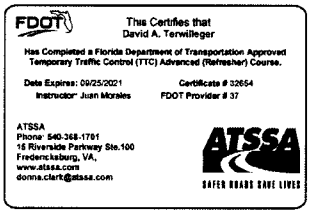
KEY PERSONNEL LICENSES/ CERTIFICATIONS

DAVID A. TERWILLEGER, P.E., CGC


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
TERWILLEGER, DAVID ALAN
EXPIRATION DATE: FEBRUARY 28, 2023

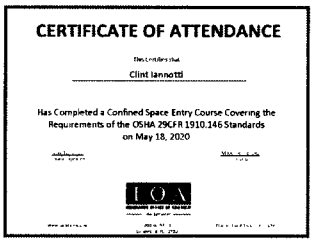

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
TERWILLEGER, DAVID A
EXPIRATION DATE: AUGUST 31, 2022


University of Florida
Center for Transportation Training
Certificate of Completion
David A. Terwilleger
(CGC 061731)
Has completed
Quality Control Manager

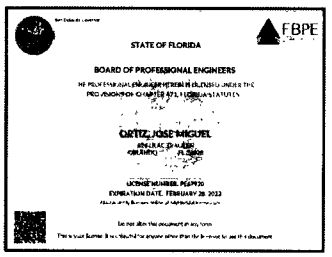

FDOT
This Certifies that
David A. Terwilleger
Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 09/25/2021 Certificate # 32654
Instructor: Juan Morales FDOT Provider # 37
ATSSA
Phone: 540-368-1701
16 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
donna.clark@atssa.com
ATSSA
SAFER ROADS SAVE LIVES

CLINT T. IANNOTTI

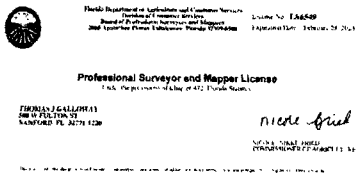

QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR
Clinton T Iannotti


CERTIFICATE OF ATTENDANCE
Clint Iannotti
Has Completed a Confined Space Entry Course Covering the Requirements of the OSHA 29CFR 1910.146 Standards on May 18, 2020
IOA

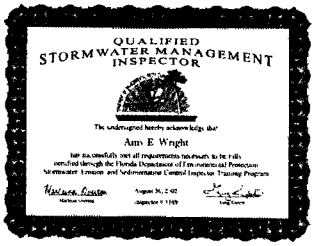
JOSE M. ORTIZ, MCE, P.E.

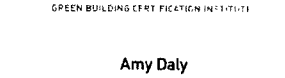

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
ORTIZ, JOSE MIGUEL
EXPIRATION DATE: FEBRUARY 28, 2023

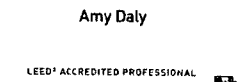
THOMAS J. GALLOWAY, PSM

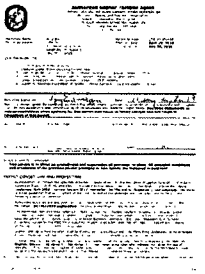

Professional Surveyor and Mapper License
THOMAS J GALLOWAY
SANFORD FL 32771-1220

AMY E. DALY, LEED AP

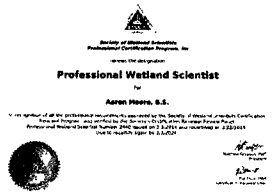

QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR
The undersigned hereby acknowledges that
Amy E Wright

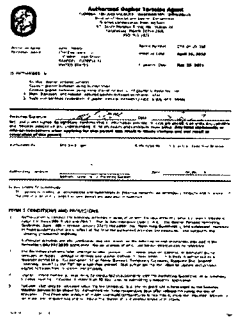

GBCI
GREEN BUILDING CERTIFICATION INSTITUTE


Amy Daly
LEED² ACCREDITED PROFESSIONAL

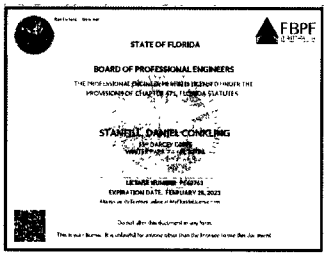


AARON P. MOORE, PWS

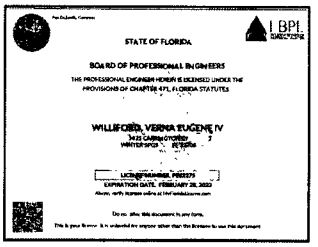

Professional Wetland Scientist
Aaron Moore, B.S.



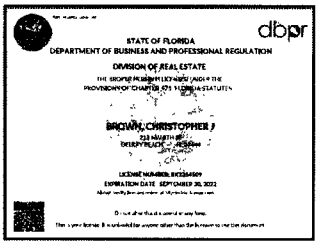
DANIEL C. STANFILL, P.E. (GEC)


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
STANFILL, DANIEL CONKLING
EXPIRATION DATE: FEBRUARY 28, 2023

VERNA "GENE" WILLIFORD, P.E.(GEC)


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
WILLIFORD, VERNA EUGENE IV
EXPIRATION DATE: FEBRUARY 28, 2023

CHRISTOPHER J BROWN, (RMA)


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE
BROWN, CHRISTOPHER J
EXPIRATION DATE: SEPTEMBER 30, 2022

SUB-CONSULTANT OVERVIEW

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC. (GEC)

Role: Geotechnical

919 Lake Baldwin Lane
Orlando, FL 32814
P: 407.898.1818

NAME / ROLE / YEARS OF EXPERIENCE	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
DANIEL C. STANFILL, P.E. **GEOTECHNICAL** **37 YEARS**	• City of Ocoee Continuing Contracts for Geotechnical Testing Services • Laureate Park Neighborhood Center Phase 3 • City of Ocoee Downtown Lift Station #66 • City of Longwood Reiter Park • City of Ocoee Downtown & West Sanitary Transmission Project (North of Silver Star Phase) • City of Ocoee Security Circle Lift Station • Seminole County New Oxford Road	• Bachelor of Science, 1980 Business Administration • Bachelor of Science, Civil Engineering • Florida Licensed Professional Engineer - FL No. 42763
VERNA "GENE" WILLIFORD, P.E. **DEPUTY CONTRACT MANAGER** **15 YEARS**	• City of Ocoee Downtown Lift Station #66 • City of Ocoee Continuing Contracts for Geotechnical Testing Services • City of Ocoee Security Circle Lift Station • City of Oviedo Wood Street Extension • City of Orlando Lift Station No. 3 Rehabilitatio • Toho Lift Station LS-2 Rehabilitation • City of Oviedo Regional Stormwater Pond	• Bachelor of Science, Civil Engineering • Florida Licensed Professional Engineer - FL No. 82275

REDEVELOPMENT MANAGEMENT ASSOCIATES (RMA)

Role: Development Analysis

1266 Vista Lago Place
Lady Lake, Florida 32159

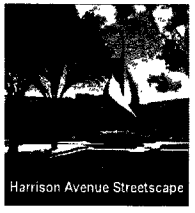
REINVENTING YOUR CITY

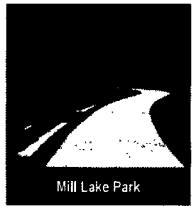
NAME / ROLE / YEARS OF EXPERIENCE	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
CHRISTOPHER J. BROWN **PRINCIPAL/REAL ESTATE BROKER** **33 YEARS**	• Plantation Midtown Master Plan and Design Guidelines, Plantation, FL • Business Improvement District Plan, Naples, FL • Central Market Retail Center, Oakland Park, FL	• M.A., University of Pennsylvania B.A., Yale University • General Contractor • Real Estate Broker

LISTING OF FIRMS SIMILAR EXPERIENCE

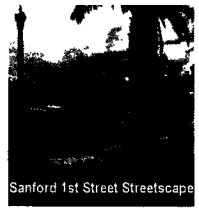
CPH team members have extensive experience in providing planning services and landscape design throughout Central Florida. We have worked on large regional parks ranging from over 100 acres to small neighborhood parks of less than one acre. CPH provides full landscape architecture services, and the team includes on-staff horticulturalists and arborists. The team routinely provides these services for projects that include: **Master/ Park Planning, Commercial and Multi-Use Facilities, Greenways & Trails, Streetscapes and Roadways, Waterfront Development, Water Parks/ Aquatic Facilities, Nature Trails, Natural Resource Management, Sports Complex Design, and Passive & Active Parks.** The following chart highlights sample of CPH's recent projects and relevant experience. We have also provided full descriptions for a selection of projects on the following pages.

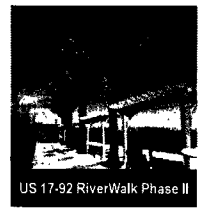

Cape Coral SE 47th Terrace Streetscape


Harrison Avenue Streetscape


Mill Lake Park

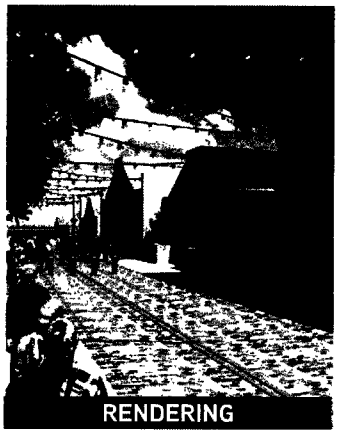

DeBary Community Park


Sanford 1st Street Streetscape


US 17-92 RiverWalk Phase II

Project Name	Description / Size	Landscape Architecture	Land Planning	Conceptual Design	Park / Trail Planning	Lighting / MEP	Streetscape / Trail Program	Civil Design	Construction Bidding / Admin.	Public Involvement	Master Planning	Site Planning	Redevelopment Program	Urban Design
US 17-92 RIVERWALK PHASE II & III (FDOT LAP)	Multi-Use Trail (Phase II - 1.5 miles / Phase III - 1.7 mile extension)	●		●	●	●	●	●	●	●	●	●	●	●
W. CENTRAL BLVD. SANITARY SEWER REPLACEMENT AND STREETSCAPE DESIGN/BUILD	0.55 Miles Streetscape / 18"-21" Sanitary Sewer	●				●	●	●	●	●		●		●
DEBARY COMMUNITY PARK & SPLASH PAD	The design included a 2,000 sq. ft. splash pad, bathroom building, and pump room	●	●	●	●	●		●	●	●		●		●
HARRISON AVENUE STREETSCAPE DESIGN	0.50 Miles Streetscape Improvement Project	●		●		●	●	●	●	●	●	●	●	
CAPE CORAL NORTHWEST CAPE AND VISION PLAN	Visioning and Master Plan Study for NW Quadrant and 7-Islands Area		●	●		●	●	●	●	●	●	●	●	●
SEMINOLE COUNTY SPORTS COMPLEX PLANNING AND DESIGN	120 Acre Sports Complex	●		●	●	●		●	●	●	●	●		
SANFORD 1ST STREET STREETSCAPE AND GATEWAY IMPROVEMENTS	Streetscape design package for a 6 block section of historic First Street (approximately 0.40 miles)	●		●		●	●	●	●	●		●	●	●
CAPE CORAL SE 47TH TERRACE STREETSCAPE IMPROVEMENTS	4,833 LF (0.9145 miles) Streetscape Improvement Project	●	●	●		●	●	●	●	●		●	●	●
WEST GEORGIA AVENUE STREETSCAPE AND LANDSCAPING IMPROVEMENTS	Streetscape & Landscape Improvements for prominent downtown street	●	●	●		●	●	●	●	●		●	●	●
MLK RECREATION CENTER MASTER PLAN	Master Plan for a 30,000 SF Recreation Center	●	●	●	●	●		●		●	●	●	●	●
GOLDSBORO NEIGHBORHOOD MASTER PLAN	Single Family Residential, Community Center, Streetscapes, Farmer's Market		●	●	●					●	●	●	●	●
ALABAMA AVENUE GREENWAY PHASE 1 & 2 (FDOT LAP)	Multi-Use Path / 1.99 miles	●		●	●	●	●	●	●	●	●	●	●	
SEMINOLE WEKIVA TRAIL, PHASE IV (FDOT LAP)	12 to 14-ft Multi-Use Trail / 2.5 miles	●		●	●		●	●		●		●		




RENDERING


RENDERING

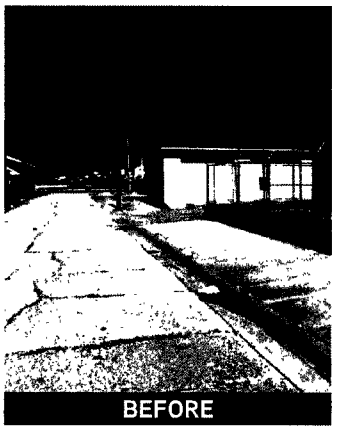
WEST GEORGIA AVENUE SHARED USE STREET DESIGN AND VISION PLAN

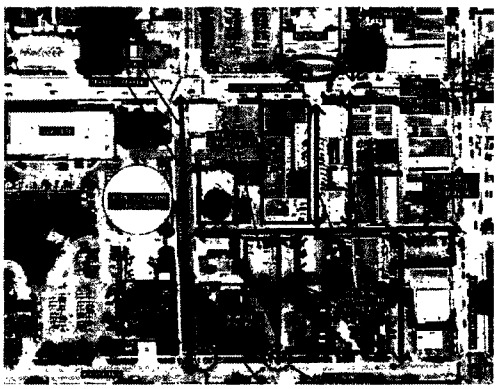
DeLand, FL

CPH worked with the City to develop a vision plan and the creation of a corridor that improved pedestrian connectivity/safety, encouraged economic growth and investments, and created a "festival" street. The Georgia Avenue District Vision Plan identified key urban design and place-making elements that set forth the blueprint for redevelopment in the area celebrating the entrepreneurial, historic, cultural, and urban design assets. The innovative design created an Urban Shared-Street by raising the roadway to the sidewalk level. This not only eliminated the tripping hazards traditional curb and gutters create, but also addressed the numerous ADA accessibility issues at the existing driveways. The roadway was designed with an inverted crowned section sending the storm water to the center of the street, and Old Castle Adobe concrete pavers where use in a decorative herringbone pattern down the street. Removable bollards are used to define the festival area limits at both ends of the street, which allows for closure during events. The addition of festoon (market) lights along the corridor helped create a vibrant "festival-like" atmosphere, significantly enhancing evening events.

CLIENT CONTACT
City of Deland
Mr. Keith Riger, P.E.
1102 S. Garfield Avenue
DeLand, FL 32724
Phone: 386.626.7196
rigerk@deland.org

DATE OF COMPLETION
Design Completion: August 2017
Construction Completion: April 2018


BEFORE

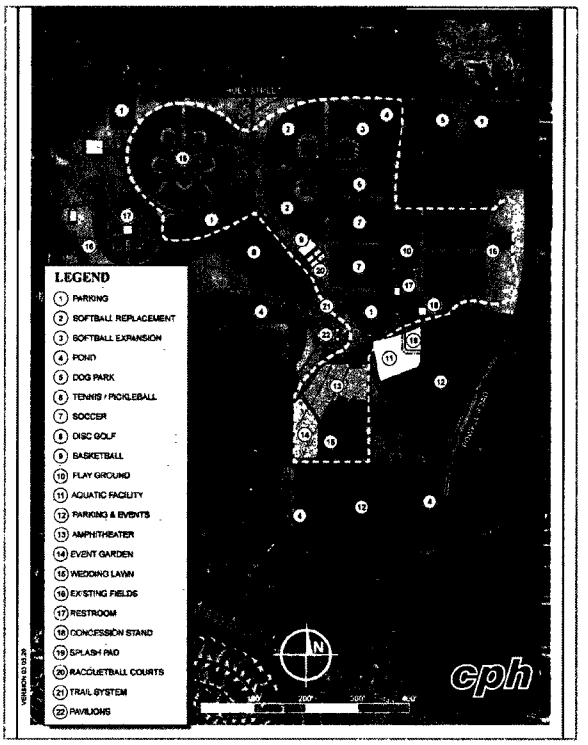



AFTER

MILLENNIUM PARK REDESIGN

Wildwood, FL

CPH worked with the City of Wildwood to update the master plan of a regional 90+ acre park. This park currently hosts events and weddings at the onsite center, as well as multiple baseball and soccer/multi-purpose fields. To meet the growing needs of the City, CPH is worked to help master plan the park improvements to include new parking, internal roadway system, overlooks/pavilions, trails, and reconfigure fields. As well the new master plan analyzed the potential for youth activity center area focused around aquatics.



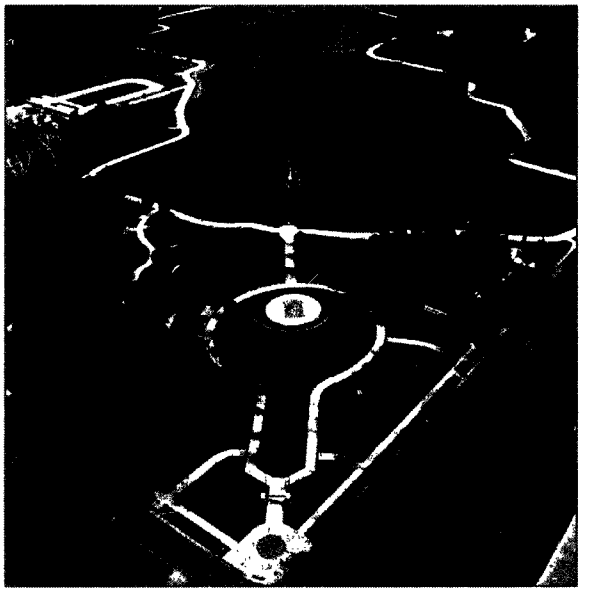
CLIENT CONTACT
City of Wildwood
Jeremy Hockenbury
100 N. Main Street,
Wildwood, FL 34785
Phone: 352.330.1333
Jhockenbury@wildwood-fl.gov

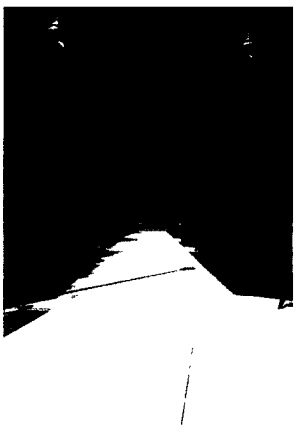
DATE OF COMPLETION
Design Completion: February 2020

MILL LAKE PARK

Orange City, FL

CPH provided planning, design and permitting services for Mill Lake Park in Orange City. The first phase of design included a main plaza area sized for multiple events. The main plaza area also included an arched entrance, interactive water feature (splash pad) that included 5 main sprays and 14 chasing sprays. The spray features were designed to be turned off and covered with caps so the area could be used during events. The park also included a restroom facility, three pavilions, on-street parking utilizing pervious pavers, and a portion of the multiuse trail along the lake. The design for the second phase included the continuation of the multiuse trail, totaling approximately 1 mile around the lake, additional on-street parking and grass parking, two pavilions, a water feature, and various park amenities along the trail.







CLIENT CONTACT
City of Orange City
Ms. Dale Arrington
1100 S. Thorpe Avenue
Orange City, FL 32763
Phone: 386.775.5408
darrington@ourorangecity.com

DATE OF COMPLETION
Design Completion: December 2016
Construction Completion: February 2018

FLORIDA COAST TO COAST TRAILHEAD AT PARRISH PARK (FDOT LAP)

Brevard County, FL

CPH worked with the City of Wildwood to update the master plan of a regional 90+ acre park. This park currently hosts events and weddings at the onsite center, as well as multiple baseball and soccer/multi-purpose fields. To meet the growing needs of the City, CPH is worked to help master plan the park improvements to include new parking, internal roadway system, overlooks/pavilions, trails, and reconfigure fields. As well the new master plan analyzed the potential for youth activity center area focused around aquatics.

CLIENT CONTACT
Brevard County Parks & Recreation
Mary Ellen Donner, Director
2725 Judge Fran Jamieson Way
Building B, Suite 203
Viera, FL 32940
Phone: 321-633-2046

DATE OF COMPLETION
Design Completion:
Under Final Design - July 2021

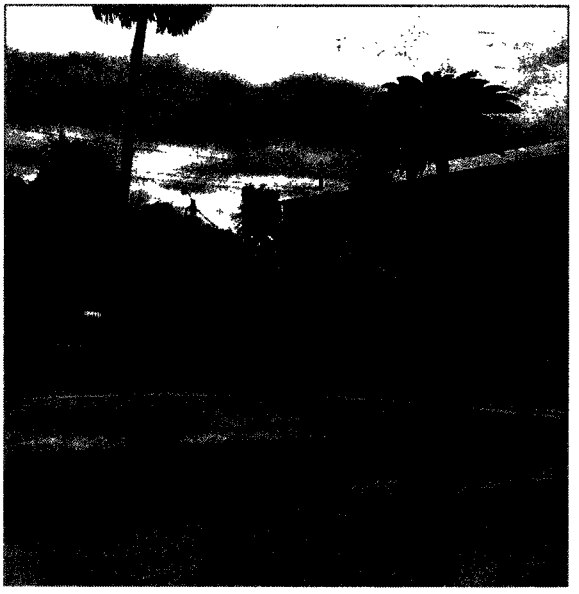


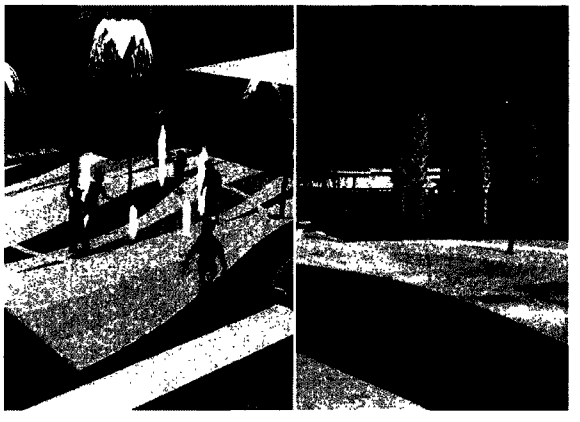
SPLASH PAD AT ALONZO BABE JAMES COMMUNITY CENTER

New Smyrna Beach, FL

CPH provided planning, design, and permitting to the City of New Smyrna Beach for the addition of a splash pad to the existing Alonzo "Babe" James Community Center site. The splash pad is 40' in diameter with a 5' splash zone and includes three vertical splash features, various ground sprays, and a recirculating filter pump.

Along with the splash pad, there was a pre-engineered restroom building, a shower and water fountain, a concrete patio, and landscaping improvements.





CLIENT CONTACT
City of New Smyrna Beach
Ms. Michelle Vallance, Capital Projects Manager
210 Sams Ave, New Smyrna Beach, FL 32168
Phone: 386-410-2613
mvallance@cityofnsb.com

DATE OF COMPLETION
Design Completion: November 2019
Construction Completion: October 2020

OCOEE DOWNTOWN STREETS REDEVELOPMENT

Ocoee, FL

The projects include Oakland Avenue, from Taylor Street to Bluford Avenue; Taylor Street, from McKey Street to Franklin Street; McKey Street, from Bluford Avenue to Lakewood Avenue; and Kissimmee Avenue, from Floral Street to McKey Street. The Oakland Avenue project consists of a complete reconstruction to develop a two-lane divided roadway, with a multi-use trail in the median, parallel parking, and wide sidewalks. The Taylor Street project includes a multi-use trail along the east side, connecting to the Oakland Avenue multi-use trail. Taylor Street also includes two roundabouts which are the gateways into Downtown; one at the Franklin Street intersection, with the other at the McKey Street intersection. Kissimmee Avenue includes realignment to the west to intersection the Taylor Street/McKey Street roundabout and a new stormwater management pond. Lastly, McKey Street includes a streetscape matching the prior streetscape along McKey, west of Bluford Avenue, which includes on-street parking and landscape bulb outs. All projects will include roadway reconstruction or rehabilitation, utility design and coordination, decorative streetlights, and landscape/hardscape elements to create the Downtown Ocoee theme.

CLIENT CONTACT
City of Ocoee
Stephen Krug
301 Maguire Road,
Ocoee, Florida 34761
Phone: 407.905.3170,
skrug@ci.ocoee.fl.us

DATE OF COMPLETION
Design Completion: Under Design (2020)



LARGO WEST BAY TRAILHEAD (FDOT LAP)

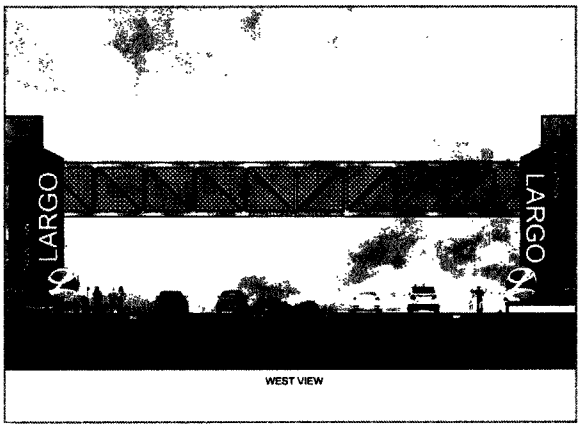
Largo, FL

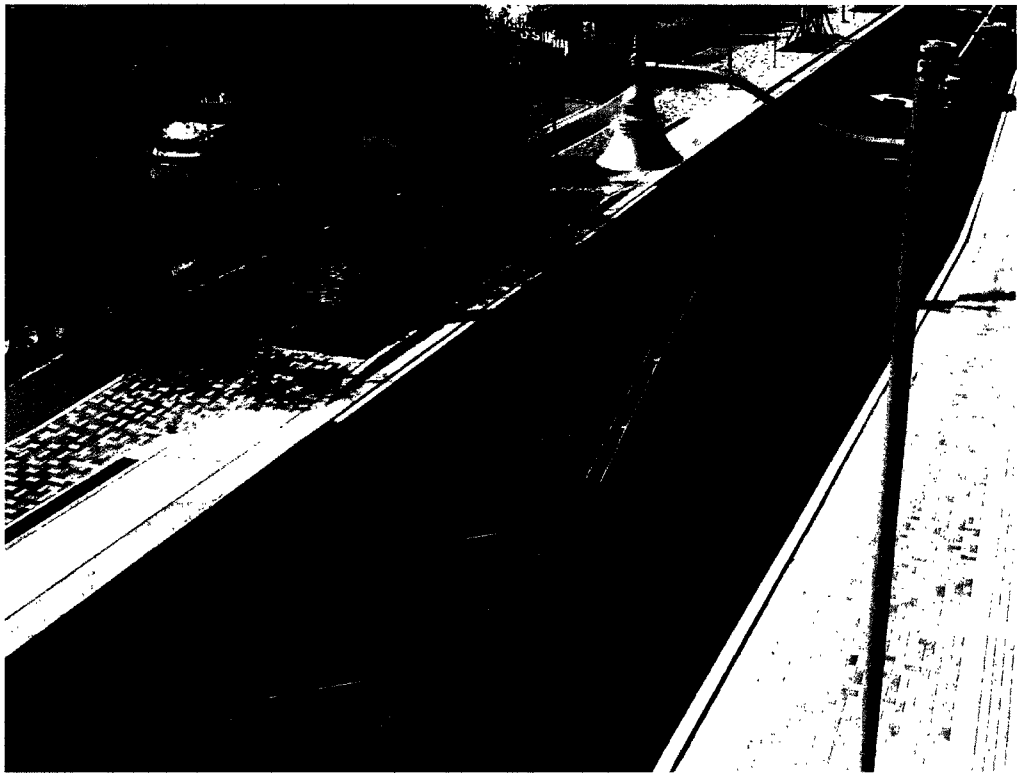
This project is the initial phase in transforming Downtown Largo into a Pedestrian Friendly community, promote area wide economic development, correct current multimodal deficiencies, and enhance the overall aesthetics of the Trail through the Downtown and Medical Arts area. This portion of the Pinellas Trail is part of the 37-mile long linear park and recreation trail that extends from St. Petersburg to Tarpon Springs. The Trail provides protected green space for walking, jogging, skating, and biking. Approximately 70,000 people on average use some portion of the Trail each month.

The project includes aesthetic improvements to the West Bay Drive overpass and developing the trail head on both sides of West Bay Drive to provide trail amenities such as seating, drinking facilities, landscaping, lighting with event outlets, and educational and wayfinding information. It also includes converting 12th St SW to a one-way street with on-street parking, and numerous connections to the adjacent residential areas. The project includes FDOT Local Agency Program (LAP) and SWFWMD Grant funding.

CLIENT CONTACT
City of Largo
Teresa Brydon
201 Highland Avenue
Largo, FL 33770
Phone: 727.586.7342
TBrydon@Largo.com

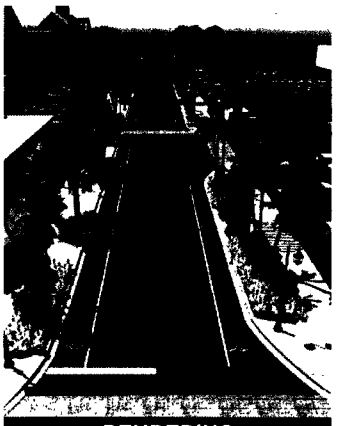
DATE OF COMPLETION
Design Completion: March 2020



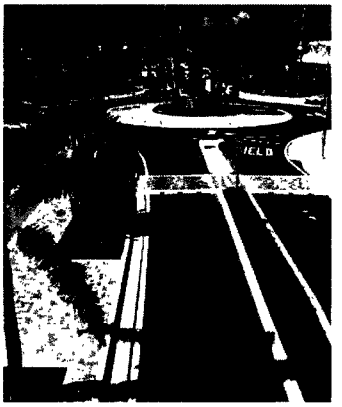


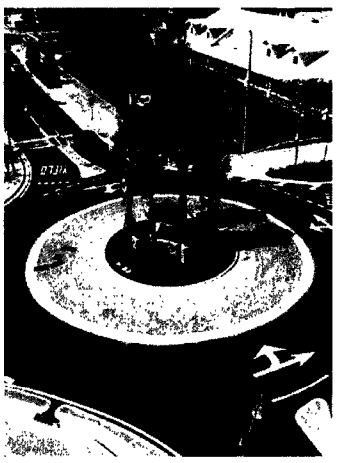


RENDERING



RENDERING





47TH TERRACE COMPLETE STREET

Cape Coral, FL

Professional design and construction services for the complete streets improvements of 0.90 miles. Project included sidewalks with pavers, landscaping, road reconstruction, removal of on-street parking to increase the width of the pedestrian area, off-street parking modification, streetlights, traffic analysis and calming including adding a roundabout at one of the busiest intersections, raised mid-block pedestrian crossings, street furniture, ADA improvements, and drainage modifications/upgrades.

The roundabout included a single lane roundabout with a 98-ft inscribed circle. The entry lanes for the north-south direction required reducing the 4-lane roadway to a 2-lane roadway prior to entering the roundabout. The roundabout also included raised, traversable, curbed islands along the outer circle to keep the fastest-path speeds low, but still allow the design vehicles (WB-50, City Bus, and Emergency Vehicles) to safely maneuver through the roundabout.

CPH also designed the utility upgrades/ modifications, including a new upsized water main, new force main, and a new reclaimed water main for the length of the project.

CLIENT CONTACT
City of Cape Coral
Mr. James Breakfield, P.E.
1015 Cultural Park Boulevard
Cape Coral FL 33990
Phone: 239.574.0588
jbreakfi@capecoral.net

DATE OF COMPLETION
Design Completion: December 2017
Construction Completion: December 2018

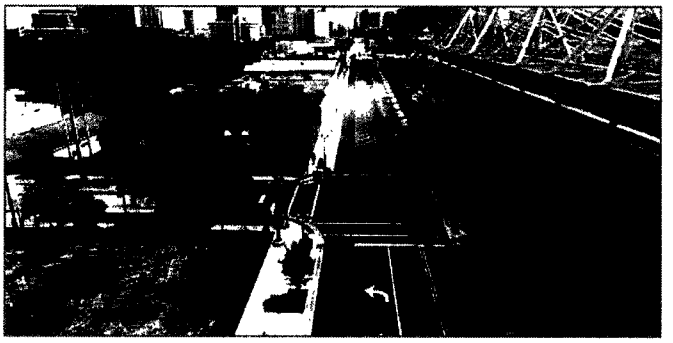
W. CENTRAL BLVD COMPLETE STREET DESIGN-BUILD

Orlando, FL

The 0.55 mile project included complete roadway reconstruction including removal of the underlying brick, addition of left turn lanes at the existing intersections, a new traffic signal with a BRT (Bus Rapid Transit) phase, additional right-of-way and easement coordination, placing all overhead utility lines underground (including the duct bank design), complete Maintenance of Traffic Plans, and incorporating landscape/hardscape features including street lighting, trees, decorative crosswalks, and street furniture. Significant coordination with various City divisions was required throughout the design and permitting. These divisions include the Capital Improvements & Infrastructure Division, Streets & Stormwater Division, Community Venues Division, Traffic Division, Wastewater Division, the Downtown Development Board, and the Community Redevelopment Agency. Permitting through FDOT for a Right-of-Way Utilization and Utility Permit was required for work under Interstate 4 while the Beyond I-4 Construction was underway. Additional improvements also included upsizing the existing gravity sewer line on Central Blvd. between Glenn Ln. and Garland Ave. from an 8" sanitary sewer to an 18" & 21" sewer system.

CLIENT CONTACT
City of Orlando
Mike Melzer, P.E.
400 South Orange Avenue
Orlando, FL 32801,
Phone: 407.246.3187
michael.melzer@cityoforlando.net

DATE OF COMPLETION
Design Completion: December 2016
Construction Completion: October 2017



BLUFORD AVENUE STREETSCAPE (CMAR)

Ocoee, FL

The project includes replacing nearly two-thirds of the roads length with brick pavers instead of asphalt, to denote the downtown, transfer of all utilities from existing overhead poles to underground and the installation of street lighting. The project included curb and gutter along the entire length of the roadway reconstruction and replaced the existing 5 foot wide sidewalks with 10 foot wide sidewalks at the back of the curb. Six feet of these sidewalks were open pedestrian walkways, with the remaining 4 feet used for tree boxes, benches, bike racks, and other landscape and hardscape features. In front of the new City Hall site, the curb was dropped in order to create a seamless pedestrian area for major city events in front of the new building.

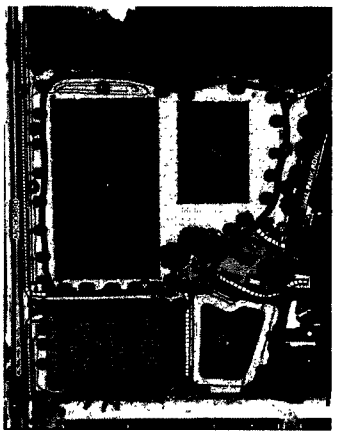
Additional landscape and hardscape features were installed in at least two locations at the beginning of the project which adjoin the existing middle school at the Orange County School Board's request. Lastly, a 60" wide cross drain culvert between the City Hall driveway and Franklin St., on the northern end of the project, was replaced with a new pipe and a faux bridge consisting of decorative headwalls and railings – making it the centerpiece of the entire section of roadway.

CLIENT CONTACT
City of Ocoee
Stephen Krug,
301 Maguire Road
Ocoee, Florida 34761
Phone: 407.905.3170
SKrug@ci.ocoee.fl.us

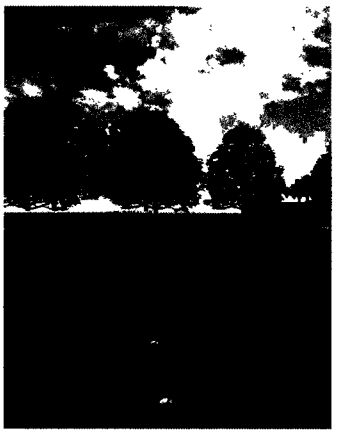
DATE OF COMPLETION
Design Completion: July 2017
Construction Completion: April 2018

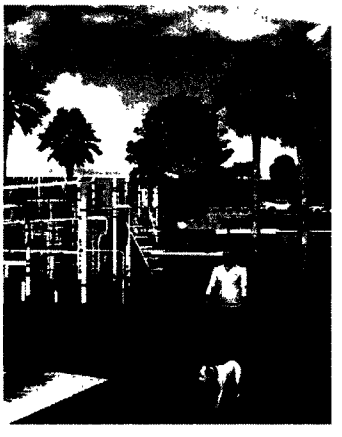












SUNNYTOWN PARK PLANNING & PRELIMINARY DESIGN

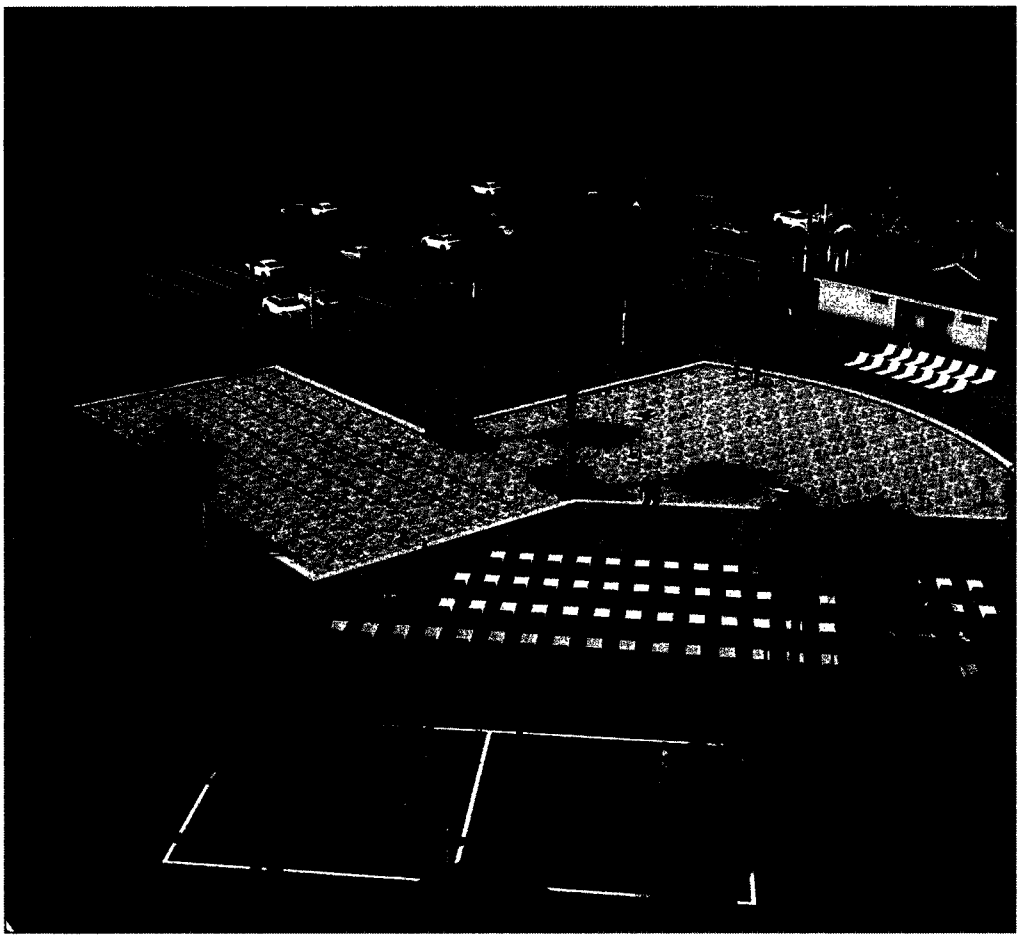
Casselberry, FL

CPH provided planning and preliminary design to the City of Casselberry for the reinvestment and updating the master plan for Sunnytown Park, a regional facility with multiple uses. The CPH team was tasked with holding multiple stakeholder meetings in order to develop a reinvestment program and update the facility's master plan. As part of the overall park the new design included:

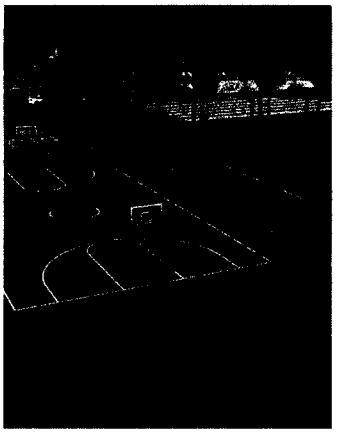
- Pedestrian connection to community
- Park entry sign and flag pole
- 15' wide drainage easement
- 195' x 330' field
- Pedestrian trail
- 20' x 20' shelter (relocation of existing shelter)
- Bicycle parking
- Restroom building
- 100' x 60' ADA accessible playground
- Sidewalk along Anchor Road
- Fitness court
- Bio-retention swals
- Wet retention pond with aerating fountain
- Existing lift station
- Pedestrian crosswalk
- New connection to Anchor Road
- 6' security fence with columns

CLIENT CONTACT
City of Casselberry
Mr. Mark Gisclar
95 Triplet Lake Drive
Casselberry, FL 32707
Phone: 407.262.7725 Ext. 1234
mgisclar@casselberry.org

DATE OF COMPLETION
Design Completion: November 2019









CITY OF CASSELBERRY WIRZ PARK PLANNING

Casselberry, FL

CPH provided planning and preliminary design to the City of Casselberry for the reinvestment and updating the master plan for Wirz Park, a regional facility with multiple uses. The CPH team was tasked with holding multiple stakeholder meetings in order to develop a reinvestment program and update the facility's master plan. As part of the overall park the new design included:

- New entrance
- Relocation of maintenance building
- Expansion of the existing community building
- New outdoor terrace
- Event patio with 20' x 20' pavilion
- Splash pad
- Zero entry pool with interactive features
- 5 lane/25 meter pool
- Shade structures
- Volleyball courts
- Basketball courts
- Playground
- Trail upgrades

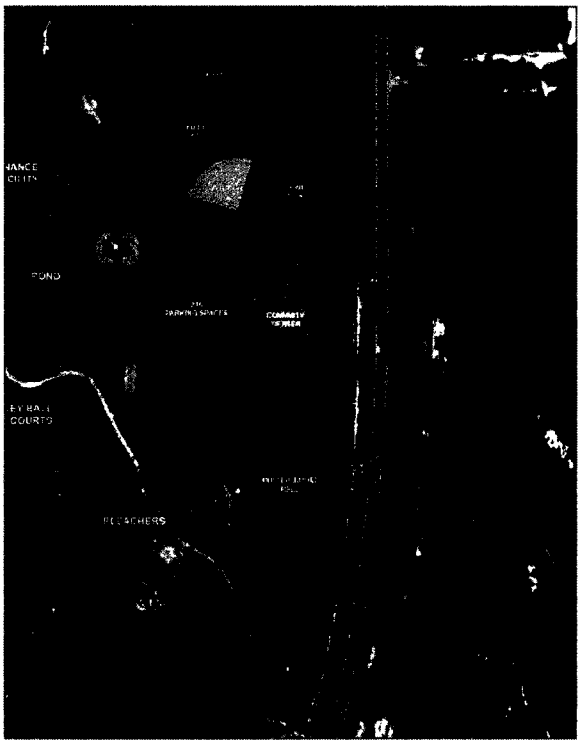
CLIENT CONTACT
City of Casselberry
Mr. Mark Gisclar
95 Triplet Lake Drive
Casselberry, FL 32707
Phone: 407.262.7725 Ext. 1234
mgisclar@casselberry.org

DATE OF COMPLETION
Design Completion: November 2019

MLK RECREATION CENTER MASTER PLAN

Deland, FL

CPH has been selected to provide master planning design services for improvements on the MLK Recreation Center site. The concept plans include: 30,000 sf recreation center, evaluation of all-age programs and leagues needs, evaluation of parking requirements, nature-based recreation opportunities, picnic areas with pavilions, evaluation of the environmental conditions, review of SJRWMD data for natural area impact reviews, off-site turn lanes, and estimate of probable cost for each plan. Currently, CPH has completed the preparation of three (3) rendered concept plans, on schedule.



CLIENT CONTACT

City of Deland
Mr. Keith Riger, P.E.
1102 S. Garfield Avenue
DeLand, FL 32724
Phone: 386.626.7196
rigerk@deland.org

DATE OF COMPLETION

Design Completion: December 2018

ZORA NEALE HURSTON PLAZA

Orlando, FL

CPH was selected for a park project in downtown Orlando, Florida involving the redevelopment of an approximately two (2) acre park space. CPH provided planning, landscape architecture and engineering services for the project. The park is a crucial connection between a pair of State office buildings that sit on the site and the Florida A&M University College of Law. The plaza space was dated and needed redevelopment to improve accessibility, organize open gathering spaces and soften the space for children and families who used the space frequently. The design seeks to minimize obstructions between the buildings and provide a direct access path. The focal point is a public art installation. Stairs and vertical walls lending themselves to maintenance problems were removed from the space. The park also added crucial ADA parking spaces and street and stormwater improvements to the site.



CLIENT CONTACT

Florida Department of Management Services
Mr. Kurt Micheels, FCCM,
4050 Esplanade Way, Tallahassee, Florida
32399-0950
Phone: 850.412.6864
Kurt.Micheels@dms.myflorida.com

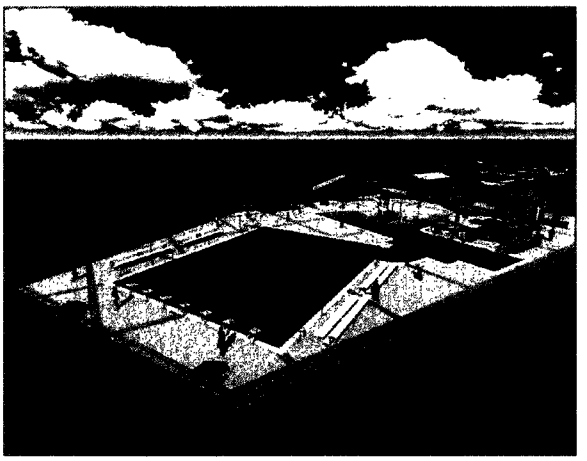
DATE OF COMPLETION

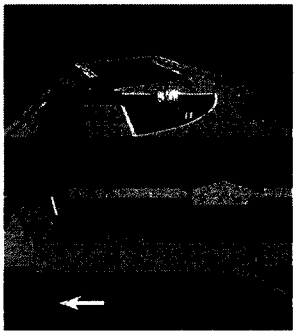
Design Completion: December 2016
Construction Completion: February 2018

LEESBURG AQUATIC FACILITY

Leesburg, FL

CPH provided planning, design, and permitting for the development of a regional aquatic facility. The facility uncludes an eight (8) lane competition facility designed to USA Swimming standards for high school competitions. The facility also includes a recreational pool with interactive play features, zero entry and a "free" swim area that can be utilized for swim education. Along with the recreational pool will be a water slide, shaded areas for party rentals, and shower facilities. The complex includes an entry/ticket building, concession building, changing/locker facilities, and mechanical/equipment areas.







CLIENT CONTACT
City of Leesburg
Mr. Travis Rima,
501 W Meadow Street
Leesburg, FL 34748,
Phone: 352.728.9885,
travis.rima@leesburgflorida.gov

DATE OF COMPLETION
Design Completion: August 2020
Construction Completion: July 2021

MOUNT DORA DEVELOPMENT REVIEWS

Mount Dora, FL

CPH has conducted development reviews for the City of Mount Dora for seven months. Projects include office, multi-family and single family residential subdivisions. Work conducted includes review of planned unit development plans, construction plans, subdivision plans and plats, stormwater calculations, geotechnical reports, traffic methodology statements, traffic impact studies, and preliminary environmental assessments. At the completion of each review, CPH provided the City written comments (based on compliance with the City Land Development Code and applicable Florida Statutes), that were utilized by the City as part of their development review process.

CLIENT CONTACT
City of Mount Dora
Vince Sandersfeld, Planning Director
510 N. Baker Street, Mount Dora, FL 32757
Phone: 352.735.7112, E-Mail: sandersfeldv@ci.mount-dora.fl.us

DATE OF COMPLETION
Design Completion: Ongoing

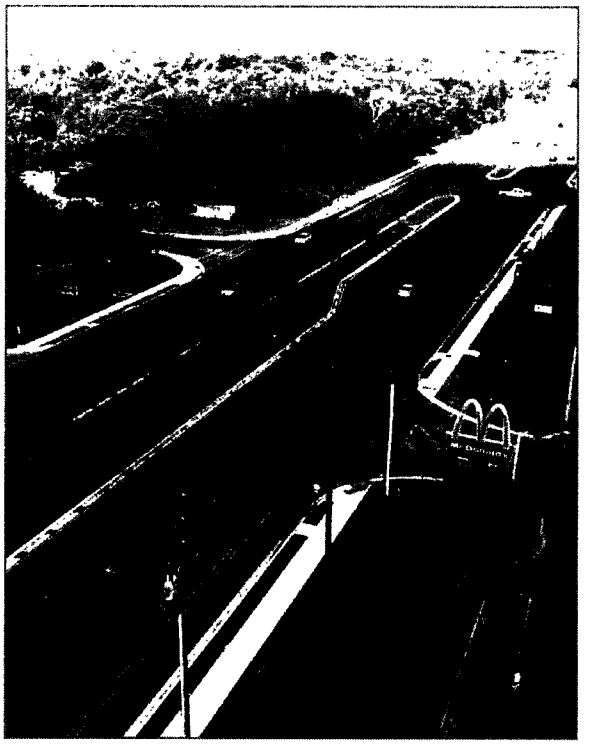
OCOEE SR 50 GREEN UP PROGRAM

Ocoee, FL

- FDOT On-System LAP Project
- Processed Multiple FDOT Variances
- City CRA Planning District
- 3.25 Miles Median Landscape
- Urban Principal Arterial
- Followed City's 50-West Planning Guide
- New Irrigation System

CLIENT CONTACT
City of Ocoee
Ginger Corless Deputy Development Services
Dir: CRA Administrator,
150 N Lakeshore Drive, Ocoee, FL 34761
Phone: 407.905.3100

DATE OF COMPLETION
Design Completion: 2018



LEESBURG TEEN CENTER

Leesburg, FL

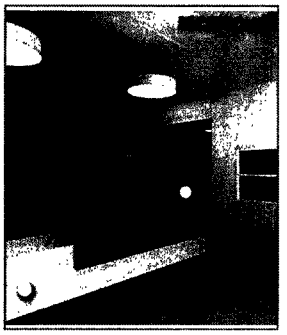
10,000 SF addition to an existing recreation center. The Leesburg Teen Center is multi-use facility that houses after school programs for youths ages 5-18. The programs are operated by the Boys & Girls Club of Central Florida and the building includes game rooms, computer labs, art and music spaces, offices and a food preparation space. The addition also serves as a re-imaging of the main entry into the existing recreation center. The addition is organized functionally to separate the spaces by age groups with the teens located to the rear of the spaces and the younger children at the front. Both age groups have exterior dining and activity patios to extend the opportunities for learning and engagement beyond the interior confines of the facility.

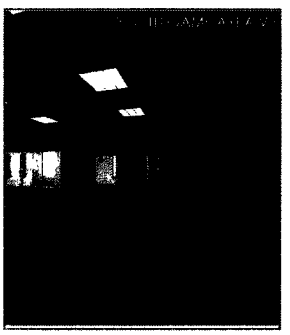
CLIENT CONTACT
City of Leesburg
Clifford Kelsey, Public Works Director
501 West Meadow Street, Leesburg, FL 32749, Phone:
352.435.9442 E-Mail: Cliff.Kelsey@leesburgflorida.gov

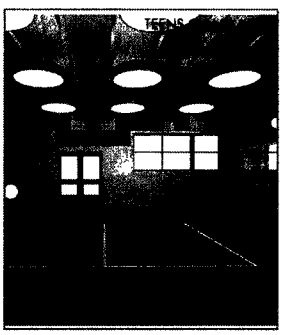
DATE OF COMPLETION
Design Completion: November 2020
Construction Completion: Ongoing







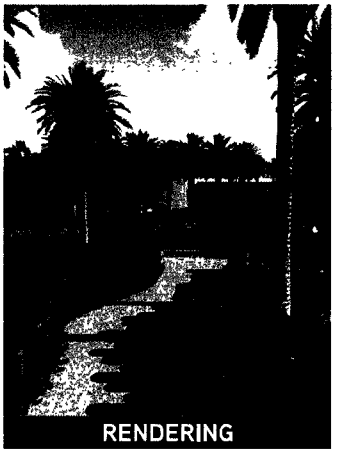








RENDERING



RENDERING

US 17/92 RIVERWALK PHASE III

Sanford, FL

CPH provided planning, survey, and design services for a 1.7-mile extension to the Sanford RiverWalk project. The RiverWalk project included extending the multi-use trail along Lake Monroe and designing streetscape/traffic calming elements to create a Complete Street corridor.

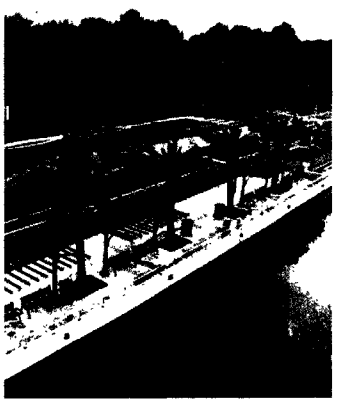
The roadway improvements for this project followed the Complete Street design elements. In addition to the multi-use trail, the roadway safety improvements included the multiple traffic calming elements to increase safety. These included two roundabouts, three mini-roundabouts, roadway chicaning to incorporate landscaped medians, raised mid-block crossings, bike lanes, and added on-street parking. The two roundabouts created book-end entry features to signify the entrance to the RiverWalk corridor.

The multi-use trail extension connects the RiverWalk Ph II trail (previously designed by CPH) to the adjacent Seminole County Rinehart Trail, the downtown Sanford RiverWalk Trail system, and the Florida Coast to Coast trail. Additionally, this segment of trail completed the largest remaining gap within the Lake Monroe Trail Loop system which spans both Seminole and Volusia Counties.

CLIENT CONTACT
City of Sanford
Chris Smith
300 North Park Avenue
Sanford, FL 32771
Phone: 407.688.5000
chris.smith@sanfordfl.gov

DATE OF COMPLETION
Design Completion: December 2019
Construction Completion: Under Construction





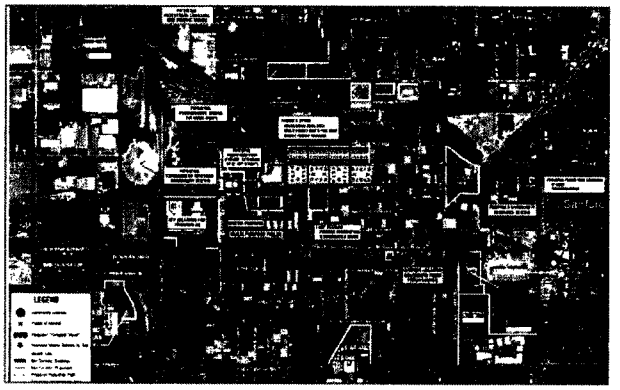
GOLDSBORO NEIGHBORHOOD MASTER PLAN

Sanford, FL

The firm of CPH, Inc. was retained by the City of Sanford for the creation of the Goldsboro Neighborhood Master Plan. The Goldsboro community received HUD grant funding to produce a Transformation Plan for the disadvantaged, blighted neighborhood. The Plan focuses on private sector investment in diverse housing opportunities, economic revitalization, infrastructure improvements, and the establishment of meaningful community facilities. The Goldsboro project relied on citizen participation through monthly design charrettes with community leaders and residents in a variety of topics, from public safety and education to connectivity, economic development, and health. CPH staff was tasked with analyzing connectivity, community facility, and housing issues, as well as overseeing the urban design aspect of the neighborhood that would be addressed through the Master Plan. This included conceptual topics, as well as site planning for single family residential, a community center, streetscapes, and a farmer's market.

CLIENT CONTACT
Mr. Andrew Thomas
Community Relations & Neighborhood
Engagement Dir.
300 North Park Avenue
Sanford, Florida 32771
Phone: 407.688.5132
E-Mail: Andrew.Thomas@sanfordfl.gov

DATE OF COMPLETION
Design Completion: 08/2017
Construction Completion:11/2017



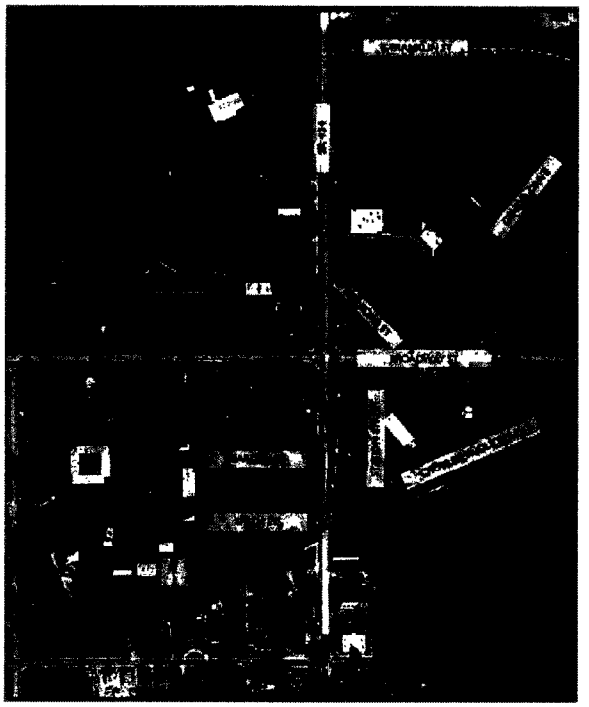
OLD DOWNTOWN OVIEDO MASTER PLAN UPDATE

Oviedo, FL

Conduct of update of the 2003 plan to include: Land use analysis; public realm design options; ID of public/private partnerships for public realm improvements; public outreach, design charrettes; suggested design standards; comp plan and LDC suggested policies and guidelines; public infrastructure projected improvements; and Next Step/Action Plan.

CLIENT CONTACT
City of Oviedo
Mr. Bobby Wyatt, P.E.
400 Alexandria Blvd., Oviedo, FL 32765
Phone: 407.971.5648
bwyatt@cityofoviedo.net

DATE OF COMPLETION
Design Completion: January 2021



REFERENCES

We have worked with many of our clients for more than 40 years. These long term relationships have afforded us many opportunities to meet our client's needs and perform municipal engineering services. Over the years, as their population increased, regulations changed, or needs changed, CPH acted as their continuing design firm providing planning for improvements, design, funding assistance, and construction administration. The team has extensive experience in working under continuing contracts and is available for planned projects as well as un-planned emergencies. Below is a sample of the projects we have completed under our continuing contracts.

CITY OF CASSELBERRY (SINCE 1965)

Client Contact: *Mr. Mark Gisclar, Public Works Director, 95 Triplet Lake Drive, Casselberry, FL 32707, Phone: 407.262.7725 Ext. 1234, Fax: 407.262.7767, E-Mail: mgisclar@casselberry.org*

- Casselberry Infiltration Inflow
- ARRA-Funded Water System Improvements
- Community Redevelopment Agency (CRA) area U.S. 17-92/Triplet Lake
- Wirz Park Planning
- Sunnytown Park Concept Planning
- Casselberry parks masterplanning

CITY OF SANFORD (SINCE 1958)

Client Contact: *Mr. Bilal Iftikhar, P.E., Public Works Director, P.O. Box 1788, Sanford, FL 32772-1788, Phone: 407.688.5000, Ext. 5085, E-Mail: bilal.iftikhar@sanfordfl.gov*

- US 17-92 Riverwalk, Phase II
- Sanford 1st Street Streetscape and Gateway Improvements
- St. Johns Parkway (Phases I, II, III)
- Sanford's US 17-92 Beautification, Phase I

SEMINOLE COUNTY (SINCE 1975)

Client Contact: *Brenda Carey, District 5 Commissioner, 1101 E. 1st Street, Sanford, Florida 32771, Phone: 407.665.7209, Fax: 407.665.7958, Email: bcarey@asnmail.com*

- Seminole County Sports Complex
- Soldier's Creek Park Planning & Design
- Seminole Wekiva Trail

CITY OF PALM COAST (SINCE 1998)

Client Contact: *Mr. Richard Adams, Public Works Director, 2 Utility Dr., Palm Coast, FL 32137, Phone: 386.986.2351, Fax: 386.986.2391, E-Mail: radams@palmcoastgov.com*

- Belle Terre Parkway Four-laning
- Easthampton Boulevard Parkway Multi-Purpose Trail
- Ravenwood Drive/Whiteview Parkway Multi-Purpose Trail

CITY OF LEESBURG (SINCE 2017)

Client Contact: *Clifford Kelsey, Public Works Director, 501 West Meadow Street, Leesburg, FL 32749, Phone: 352.435.9442 E-Mail: Cliff.Kelsey@leesburgflorida.gov*

- Leesburg Aquatic Complex
- West Leesburg Neighborhood Resource Center Project
- Leesburg Teen Center

CITY OF CAPE CORAL (SINCE 2004)

Client Contact: *Mr. James Breakfield, P.E., Principal Engineer, Address: 1015 Cultural Park Boulevard, Cape Coral FL 33990, Phone: 239.574.0588, E-mail: jbreakfi@capecoral.net*

- 47th Terrace complete street

CITY OF ORLANDO (SINCE 1984)

Client Contact: *Mike Melzer, P.E., Project Manager/ Construction Manager, 400 South Orange Avenue, Orlando, FL 32801, Phone: 407.246.3187, E-Mail: michael.melzer@cityoforlando.net*

- W. Central Blvd complete street Design-Build
- Orange County – Barnett Park Splash Pad
- Shingle Creek Trail Design (FDOT LAP)
- Zora Neale Hurston Plaza

CITY OF DELAND (SINCE 1997)

Client Contact: *Keith Riger, P.E., Public Services Director, 1102 S. Garfield Ave., DeLand, FL 32724, Phone: 386.626.7196, Fax: 386.736.5366, E-Mail: Rigerk@deland.org*

- Greenway Multi-Use Trail, North Extension Part A (FDOT LAP)
- Alabama Avenue Greenway Phase 1 & 2 (FDOT LAP)
- West Georgia Avenue Shared Use Street Design and Vision Plan
- MLK Recreation Center Master Plan
- Earl Brown Park Improvements
- Spec Martin Stadium and Earl Brown Park Improvements
- Spec Martin Stadium Design Criteria Package
- DeLand New Public Works Complex
- Spring Hill Boys and Girls Club (DeLand)
- Dr. Joyce M. Cusak Community Resource Center

CITY OF WILDWOOD (SINCE 2019)

Client Contact: *City of Wildwood, Jeremy Hockenbury, Public Works Director, 743 Huey Street Wildwood, FL 34785, Phone: 352.330.1343 x 1402, Jhockenbury@wildwood-fl.gov*

- City of Wildwood – Millennium Park Redesign

CITY OF NEW SMYRNA BEACH (SINCE 2014)

Client Contact: *City of New Smyrna Beach, Ms. Michelle Vallance, Capital Projects Manager, 210 Sams Ave, New Smyrna Beach, FL 32168, Phone: 386-410-2613, Email: mvallance@cityofnsb.com*

- Splash Pad at Alonzo Babe James Community Center

CITY OF ORANGE CITY (SINCE 1985)

Client Contact: *City of Orange City, Ms. Dale Arrington, City Manager, 1100 S. Thorpe Ave., Orange City, FL 32763, Phone: 386.775.5408, Fax: 386.775.5452, E-Mail: darrington@ourorangecity.com*

- Mill Lake Park
- Orange City CRA Planning

CITY OF OCOEE (SINCE 2009)

Client Contact: *City of Ocoee, Stephen Krug, Public Works Director, 301 Maguire Road, Ocoee, Florida 34761, Phone: 407-905-3170, Email: SKrug@ci.ocoee.fl.us*

- Bluford Avenue Streetscape, Phase II
- Blackwood Avenue Streetscape and Roundabout
- Ocoee Downtown Streets Redevelopment

CITY OF LAKE MARY (SINCE 1975)

Client Contact: *City of Lake Mary, Kevin Smith, City Manager, 100 North Country Club Road, Lake Mary, FL 32795, Phone: 407.585.1419, Fax: 407.324.3098, E-Mail: klsmith14@gmail.com*

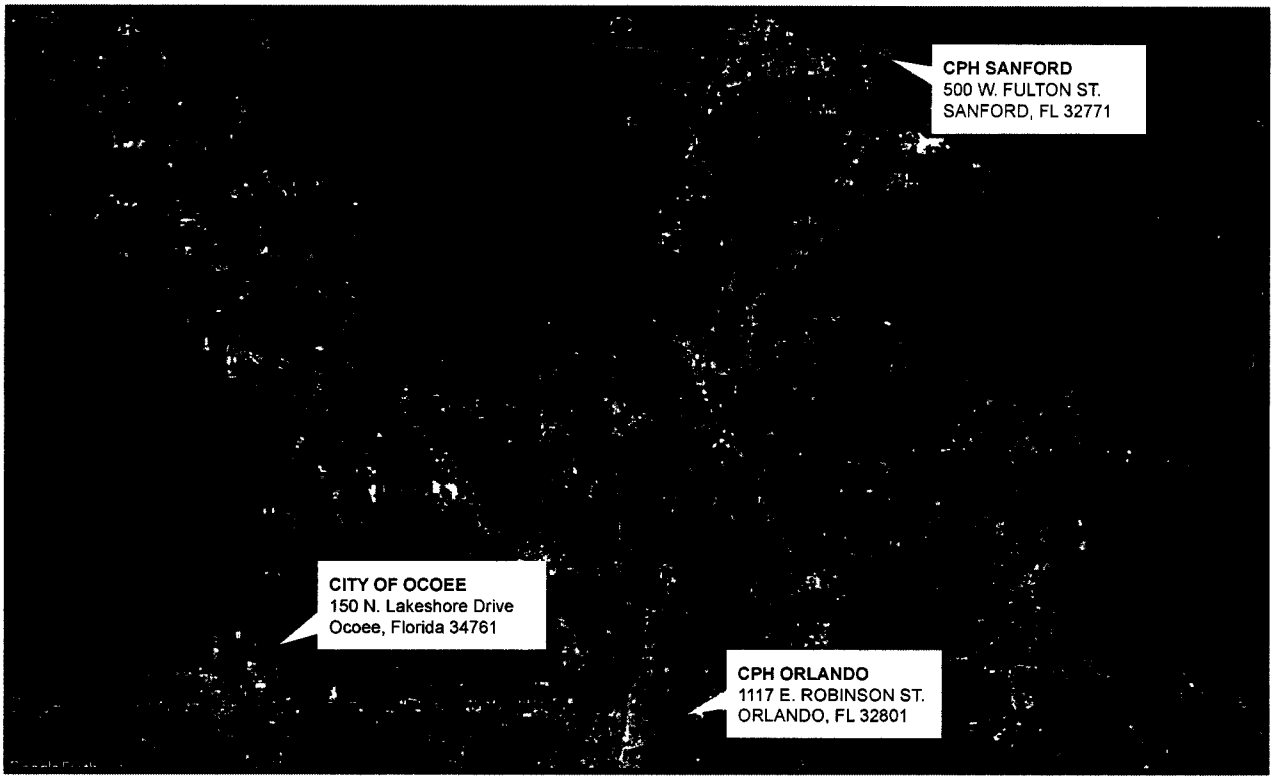
- City Hall Expansion and Fire Station Site Planning Study
- Lake Mary Public Safety Complex
- City Hall Expansion and Fire Station Site Planning Study for the City of Lake Mary
- Lake Mary Sports Complex
- City of Lake Mary Small Area Study
- Sand Pond Road and Skyline Drive
- Lake Mary Trailhead, Multi-Use Trail, and Gateway Park

2

LOCATION

CPH has ten (10) offices in the State of Florida with support of approximately 250 personnel throughout the company to assist in the projects for the City of Ocoee. The City will have the direct commitment of the CPH Orlando Office, located at 1117 East Robinson St., Orlando, FL 32801, supported by the CPH Sanford Office, located at 500 W. Fulton Street, Sanford, FL 32771. The CPH Orlando office is staffed with employees that include registered personnel, administrative staff, and owners of the firm to accomplish the projects on time and within budget.

Office Location	Approximate Distance from City Offices
CPH Orlando	1.5 Miles (5 Minutes)
CPH Sanford	23 Miles (28 Minutes)
Redevelopment Managerment Associates (RMA)	46.3 Miles (1Hour 1 Minute)
Geotechnical & Enviromental Consultants, Inc. (GEC)	16.5 Miles (29 Minutes)



EXPERIENCE WORKING UNDER CONTINUING CONTRACTS

We have worked with many of our clients for 40+ years. These long term relationships have afforded us many opportunities to meet our client's needs and perform municipal engineering services. Over the years, as their population increased, regulations changed, or needs changed, CPH acted as their continuing design firm providing planning for improvements, design, funding assistance, and construction administration. In addition, CPH has been able to assist when the workload at the departments exceeded their capability to complete reviews in a timely fashion. The team has extensive experience in working under continuing contracts and is available for planned projects as well as un-planned emergencies.



RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

CPH, Inc.
Firm Name

Signature

Kurt R. Luman, Jr., P.E. Sr. Vice President/ Associate
Name and Title (Print or Type)

May 10, 2021
Date

SUMMARY OF LITIGATION:

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

CPH currently does not have any outstanding or active claims / litigation against them.

(Attach additional sheets if necessary)

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

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

(Remainder of page left blank intentionally.)

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-006

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

CPH, Inc.
COMPANY NAME

407-425-0452
TELEPHONE (INCLUDE AREA CODE)
407-648-1036
FAX (INCLUDE AREA CODE)
info@cphcorp.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

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

Kurt R. Luman, Jr., P.E., Sr. Vice President/ Associate
NAME/TITLE (PLEASE PRINT)

1117 E. Robinson Street
STREET ADDRESS
Orlando, FL 32801
CITY STATE ZIP

FEDERAL ID # 59-2068806
_____Individual _X_ Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 10 day of May, 2021.

Personally Known _X_ or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of Florida
County of Seminole

Signature of Notary Public

Pamela A. Smith
Printed, typed or stamped
Commissioned name of Notary Public

PAMELA A SMITH
Commission # GG 284560
Expires January 2, 2023
Bonded Thru Budget Notary Services

CPHINC0-01 LHAMPTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/10/2021

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

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

PRODUCER	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : RLI Insurance Company	13056
INSURED	INSURER B :	
CPH, Inc 500 West Fulton Street Sanford, FL 32771	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	CKB0200150	4/1/2021	4/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	PSA0003057	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	X	X	CKB0200150	4/1/2021	4/1/2022	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,000 $ $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	PSW0002907	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab			RDP0042906	4/1/2021	4/1/2022	Per Claim	5,000,000
A				RDP0042906	4/1/2021	4/1/2022	Aggregate	5,000,000

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

City of Ocoee, it's representatives, employees and elected and appointed officials are listed as Additional Insureds with regards to General, Auto, and Umbrella Liability when required by written contract. A Waiver of Subrogation for all policies applies when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies.

RFQ #0901

RFQ #1502 Continuing Planning and Landscape Architectural Services.

RFQ #1503 Continuing Contracts for Engineering Services.

RFQ #1705 Engineering Design Services for Downtown Streets Redevelopment

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
City of Ocoee Finance/Purchasing Dept. 150 N. Lakeshore Drive Ocoee, FL 34761	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
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AGENCY CUSTOMER ID: CPHINC0-01 LHAMPTON

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
JCJ Insurance Agency, LLC		CPH, Inc 500 West Fulton Street Sanford, FL 32771
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
RFQ #1802
RFQ #21-004 Continuing Contracts for Utilities Engineering Services
RFQ #21-006 Continuing Planning and Landscape Architectural Services

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CITY OF OCOEE SIGNATURE PAGE FOR CONTRACT RENEWAL FOR RFQ #21-006 CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

(The City of Ocoee and the Consultant hereby agree to extend the above-referenced Contract for an additional one (1) year optional renewal term, with a new Contract expiration date of August 16, 2027. All other terms and conditions of the Contract shall continue in full force and effect.)

CONSULTANT: G-A-I CONSULTANTS, INC.

BY (sign): Peter C. Sechler Digitally signed by Peter C. Sechler Date: 2026.04.22 10:54:48 -04'00'

PRINT NAME: Peter C Sechler, PLA/AICP

TITLE: Vice President, GAI Consultants, Inc

DATE: April 22, 2026

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

DATE: _____

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 202__.

FISHBACK DOMINICK

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

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

CONTINUING CONSULTING AGREEMENT FOR PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

THIS AGREEMENT made and entered into this 7th day of September, 2021 by and between the **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY", and **G-A-I CONSULTANTS, INC,** a Pennsylvania corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY needs professional planning and landscape architectural services to be performed on a continuing and periodic basis as the need for such services may arise, per the CITY's RFQ #21-006 Continuing Planning and Landscape Architectural Services, attached as Exhibit A; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the professional planning and landscape architectural services required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon said terms and conditions, per CONSULTANT'S qualification package attached as Exhibit B; and

WHEREAS, the CITY shall have the option to use the CONSULTANT's professional planning and landscape architectural services ("Services"), as further described below, for City projects (hereinafter referred to as "Project" or "Projects"); and

WHEREAS, the City has selected the CONSULTANT in accordance applicable law and the rules and ordinances of the City, and this Contract shall constitute a continuing contract to perform services on an as needed basis over a period of time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION I

SCOPE OF SERVICES

1. CONSULTANT shall diligently and in a professional and timely manner perform the General Services and the Special Services (as each is defined herein) for the CITY. The General Services and the Special Services are sometimes referred to herein collectively as the "Services."

1.1 GENERAL SERVICES

CONSULTANT hereby agrees to perform for CITY professional Planning and Landscape Architectural services (collectively, the "General Services") as directed by the City's Designated Representative, in accordance with Service Authorizations as authorized by Purchase Orders issued by the City under the continuing contract.

1.1.1 Long-range and Comprehensive Planning Services:

a. Services relating to and the drafting of plans that supplement or support the City's comprehensive plan, its implementation, or its revision

b. Services relating to or the drafting of revised comprehensive plan elements

c. Special studies that further the revision or implementation of the City's comprehensive plan

d. Planning efforts related to maintaining the City's comprehensive plan

e. Proposed documents that relate to cooperative comprehensive planning with other units of local government

1.1.2 Land Development Regulation Services:

a. Drafting part of all of a land development code component or a related set of code components

b. Drafting regulations creating special overlay districts and affecting their management

c. Form-based land development regulations, policies, and review procedures

d. Design studies

e. Special studies that may lead to amendment of land development regulations

1.1.3 Master Planning Services:

a. Preparation of master plans for designated areas of the City and adjacent unincorporated areas within the Joint Planning Area

b. Creation of site plans

c. Development of conceptual plans for specified properties and areas of the City

1.1.4 Miscellaneous Services:

a. Conduct traffic data collection

b. Provide travel demand modeling

c. Conduct GIS mapping and analyses

d. Perform development review

e. Provide contract staff for routine planning tasks

1.1.5 Landscape Design Services:

a. Planting Plans

b. Hardscape Plans

c. Irrigation Plans

d. Streetscape Plans

e. Decorative Lighting Plans

f. Amenity Package Plans

g. Corridor Design Master Plans

1.1.6 Park Design Services:

a. Park Master Plans

b. Infrastructure Plans

c. Signage Plans

d. Pathway Plans

e. Recreational Facility Plans

1.1.7 Landscape Consultation Services:

a. Florida Friendly Plant Materials

b. Arbor Preservation

c. Code Input

d. Engineering Interface

e. Plant Material Identification

f. Private Project Review

1.2 SPECIAL SERVICES

In addition to the General Services authorized by Paragraph 1.1 hereof, Consultants shall perform such other professional services (collectively, the "Special Services") as may be authorized by a Purchase Order based on a Service Authorization and a Proposal.

Due to the potential complexity of task orders that may be awarded through this contract, the chosen firms may need to sub-contract with a variety of other professional firms to undertake all aspects of a task order. This team may include consultants specializing in public participation, transportation planning, geotechnical evaluations, tele-communications, utilities, stormwater analysis, irrigation design, MEP engineering, roadway design, architecture, real estate analysis, financing, market analysis, and community place-making, among others. It should be noted that the City already has Continuing Service Providers under contract for Civil Engineering, Architecture, Surveying, and Utility Modeling, and Geotechnical Testing services. Should any portion of the planning effort require detailed professional services contained within the contracts of these existing professional firms, the City shall have the right to direct certain portions of the work to these entities. Coincidently, the City will reserve the right to approve all sub-consultants proposed by each contracted Continuing Services Provider; however, none of the subconsultants will be identified as Continuing Service Providers for contract purposes and will be solely responsible to their respective Planning / Landscape Architectural team leader for remuneration and direction.

Special Services may include, but are not limited to, the following types of work tasks:

1.2.1 Analysis of detailed historic economic and demographic data affecting the area, including regional influences and conditions.

1.2.2 Identification of historical development patterns within the area and analysis of anticipated future trends including prior planning efforts within the study area.

1.2.3 Identification of environmental records indicating potential contamination on sites within the study area.

1.2.4 Analysis of existing and future market conditions affecting the projected form of development and redevelopment of the area to help create viable new businesses.

1.2.5 Preparation of an infrastructure master plan for utilities, roadways, mass transit, walking/bicycle paths, sidewalks, streets/streetscapes, public amenities, parks, parking, stormwater management, tele-communications, and electric power, including general cost estimates for each.

1.2.6 Preparation of a brownfield plan identifying areas for remediation, reclamation, and redevelopment.

1.2.7 Presentation of various conceptual design scenarios based upon expected development patterns and visioning exercises resulting in a strategic character of development including architectural themes, streetscapes and public places.

1.2.8 Presentation of a specific implementation strategy including funding scenarios with timing options, partnership opportunities, and grant opportunities.

1.2.9 Creation of public involvement, marketing, and place-making strategies to enhance the planning process and ultimately promote the continuing evolution of the development plan including cultural and arts activities, social media, advertising and economic outreach programs.

2. CONSULTANT shall perform such services in accordance with the terms and conditions of this Contract and with applicable regulations and requirements of all interested government agencies. It is expressly understood, however, that the CITY shall have no obligation to authorize CONSULTANT to perform any services under this Contract, and may, in its sole discretion, retain other consultants to perform any or all of the services authorized under this Contract.

3. CONSULTANT shall utilize sufficient qualified personnel acceptable to the CITY to perform all services under this contract and any Services Authorization issued hereunder. CONSULTANT shall promptly remove any person from performing services, as the CITY shall reasonably request in writing (which request may be made by the CITY with cause), and promptly replace such person with a person who shall be approved in writing by the CITY. CONSULTANT agrees to include a similar provision in its agreements with any and all Subconsultants.

SECTION II

TERM

1. Continuing Contract. This Agreement shall continue in full force for an initial period of three (3) years, beginning on **August 17, 2021**, with two (2) automatic one-year renewable extensions, for a total of five (5) years. Each one-year renewable term shall automatically be renewable for the next succeeding one-year term with the condition that the CITY'S obligation to pay under this Agreement for each year is contingent upon the CITY in its good faith judgment having sufficient funds to make an annual appropriation for the Services to be provided under this Agreement. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The CITY shall have the option of extending the term an additional one (1) year. The above time periods may be extended to complete Services being rendered under a Project that has already been identified in a Services Authorization issued prior to the expiration of the Agreement.

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

3. The CITY does not guarantee, warrant, or represent that any number of Projects or any particular type of Project will be assigned to the CONSULTANT under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. The

CITY shall have the sole discretion to select the Project(s), if any, that may be given to the CONSULTANT.

4. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in a manner that meets with the standards of professional planning and landscape architectural services ordinarily exercised by similar reputable members of Consultant's profession.

SECTION III

COMPENSATION

1. Method of Payment: For services rendered by CONSULTANT under a Services Authorization, the CITY shall pay CONSULTANT by one of the following methods: (i) a lump sum amount; or (ii) per diem or hourly rates which shall be used as the basis, along with reimbursable expenses, for establishing a guaranteed maximum price ("GMP") which shall not be exceeded. For Services Authorizations issued with a GMP, the CITY shall reimburse CONSULTANT for the cost of permissible out-of-pocket expenses (hereinafter referred to as "Reimbursable Expenses") incurred by CONSULTANT in the performance of services. A Reimbursable Expenses budget, if required, shall be included within each Services Authorization priced on a GMP basis. Reimbursable Expenses means the actual, necessary, and reasonable expenses incurred directly or indirectly in connection with the Project and may include expenses for reproduction, presentation materials and supplies, photography and video, travel outside of Orange and Seminole Counties, postage, overnight or express mail, long distance telephone, and facsimile costs. Travel expenses shall be submitted in accordance with Florida Statute § 112.061 (2008). Travel and per diem charges shall not exceed the limits allowed under applicable Florida Statutes.

2. CONSULTANT shall submit to CITY the invoices of CONSULTANT, in detail sufficient for a proper preaudit and postaudit thereof.

3. CITY shall pay CONSULTANT not later than thirty (30) calendar days of its receipt of CONSULTANT'S invoices, unless, within the 30-day period, the CITY, 1) notifies CONSULTANT of an objection to the PAYMENT amount, and 2) either provides CONSULTANT with a determination of the proper PAYMENT, or requests further information from CONSULTANT so that a proper PAYMENT can be calculated and agreed upon by the parties.

4. The CITY's objection to the PAYMENT amount shall be accompanied by the CITY's remittance of any undisputed portion of the PAYMENT.

5. Upon the termination of this AGREEMENT, CONSULTANT shall prepare a final and complete payment statement for all SERVICES and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. CONSULTANT also agrees to maintain, and to cause each of its subcontractors to maintain complete and accurate books and records (BOOKS) in accordance with sound accounting principles and standards, in a form acceptable to the CITY, and relating to all SERVICES and related costs and expenditures to the CITY that have been contracted for and paid during the life of this AGREEMENT. The BOOKS shall identify the SERVICES rendered during each month of this AGREEMENT, the date that each PROJECT expense was incurred, and whether the expense was SERVICE or reimbursable-related.

6. The BOOKS may (but need not) be kept separate and apart from CONSULTANT's other books; but the CITY shall have the right, at reasonable times and through any of its designated agents or representatives, to inspect and audit the BOOKS for the purpose of verifying the accuracy of any payment statement.

7. CONSULTANT shall retain the BOOKS, and make them available to the CITY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or five (5) years from the date of the final payment statement (of the PROJECT)

prepared for the CITY, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

8. When the CITY has reasonable grounds for belief (or information to believe) that, 1) CONSULTANT will be unable to perform the SERVICES; or 2) a pending or meritorious claim exists against CONSULTANT or the CITY arising out of CONSULTANT's negligence or CONSULTANT's breach of any provision of this AGREEMENT; then the CITY may withhold payment for services not satisfactorily completed. This provision is intended solely for the benefit of the CITY.

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

SECTION IV

INDEMNIFICATION AND INSURANCE

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

2. Insurance The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance

necessary to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Subconsultants, or anyone for whose act or acts it may be liable. The CONSULTANT'S insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this Subsection shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation under this Agreement.

3. The CONSULTANT shall provide evidence of insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the City. The CONSULTANT shall not commence any work in connection with this contract or any applicable Services Authorization until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the CONSULTANT allow any Sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant has been so obtained and approved. Policies 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 rating deemed acceptable to the City. Policies for Workers' Compensation may be issued by companies authorized by applicable Florida law. The following insurance requirements are also applicable:

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.

b) 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

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

d) 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

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

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

g) Owner's Protective Liability Insurance: (Not applicable for Design 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.

h) 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

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

j) Certificates of Insurance: Certificate of Insurance Form (see sample, above), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Technician. 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.

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

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

SECTION V

TERMINATION

1. Termination Without Cause. This Agreement may be terminated by either party by delivering a thirty (30) written notice to the other party. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. The CONSULTANT shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to the CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Services.

2. Termination for Cause. In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement, or any Services Authorization issued under this Agreement, in whole or in part, if the CONSULTANT (1) makes a willfully false payment statement; (2) substantially fails to perform any material obligation under this Agreement or Services Authorization and does not remedy the failure within five (5) calendar days after receipt by the CONSULTANT of written demand by the CITY, or (3) refuses to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from § 24(a) of Article I of the State Constitution and Florida Statutes § 119.07(1). The CONSULTANT may terminate this Agreement or any Services Authorization issued under this Agreement, if the CITY fails to perform any material obligation under this Agreement, and does not remedy the failure within

fifteen (15) calendar days after receipt by the CITY of written demand from the CONSULTANT.

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

4. Delivery of Materials Upon Termination. In the event of termination of this Agreement (or any Services Authorization) by the CITY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement, or any Services Authorization. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SECTION VI

SUSPENSION

The CITY has the right to suspend the CONSULTANT's Services (in whole or in part) rendered under this Agreement or any Services Authorization. However, if the CITY suspends the CONSULTANT's Services pursuant to any Services Authorization, the CITY will add to the period of service for such Services Authorization a period not less than the duration of such suspension and compensate the CONSULTANT for the reasonable and provable additional costs it has incurred as a direct and proximate result of such suspension.

SECTION VII

NOTICES

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

G-A-I CONSULTANTS, INC
618 E. South Street, Suite 700
Orlando, FL 32801
Attention: _____

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

CITY OF OCOEE
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: Purchasing Technician

A copy of the notice shall be provided to the City of Ocoee, Development Services Department.

3. A party shall be permitted to substitute its contact person or change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Section.

SECTION VIII

CONFLICTS OF INTEREST

The CONSULTANT represents and warrants unto the CITY that no officer, employee, or agent of the CITY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder.

SECTION IX

WAIVER OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL THE CITY BE LIABLE TO CONSULTANT OR TO ANY THIRD PARTY FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE; NOR SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSULTANT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONSULTANT OR BY THE CITY UNDER THIS AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THIS AGREEMENT.

SECTION X

MATERIALS AND DATA

1. All data, field notes, inspector's reports, job files, test reports, contract plans and specifications used to record as-built (or other) conditions, copies of shop drawings, construction photographs, cost control and scheduling data, computer printouts, contractor's submittals, summaries, memoranda work papers and any and all other documents, instruments, information, and materials ("WRITTEN WORK") prepared or accumulated by CONSULTANT for the SERVICES rendered hereunder shall be the sole property of the CITY. The CITY may reuse the WRITTEN WORK at no additional cost, and the CITY shall be vested with all rights of

whatever kind and however created that may be in existence thereto; provided, however, that CONSULTANT shall not be liable to the CITY for the CITY's additional use of any WRITTEN WORK for a different project except where CONSULTANT is engaged or retained by the CITY for the different project and the CONSULTANT utilizes the WRITTEN WORK.

2. The CITY acknowledges that the WRITTEN WORK is not intended for use in connection with any project or purpose other than the PROJECT, and the purpose for which the WRITTEN WORK was therefore prepared. Any use by the CITY of the WRITTEN WORK in connection with a project or purpose other than the PROJECT, without the re-engagement or retention of CONSULTANT, shall be at the CITY's sole risk, and CONSULTANT shall have no responsibility or liability related thereto.

3. In the event of termination of this AGREEMENT, CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, one (1) copy of the following items ("DOCUMENTS"): data, field notes, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, test reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) prepared or accumulated by CONSULTANT, or by any Subconsultant, in rendering the SERVICES described herein, and not previously furnished to the CITY by CONSULTANT pursuant to this AGREEMENT. The DOCUMENTS shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. CONSULTANT shall also require that all such Subcontractors and Subconsultants agree in writing to be bound by the provisions of this Paragraph.

SECTION XI

MISCELLANEOUS PROVISIONS

1. Non-Exclusive Contract. This Agreement is non-exclusive, and may be terminated at the CITY's convenience with the proper notice having been given to the

CONSULTANT as provided in this Agreement. The rights granted herein to the CONSULTANT are non-exclusive, and the CITY shall have the right, at any time, to enter into similar agreements with other geotechnical engineers, engineers, architects, landscape architects, planners, consultants, contractors, subconsultants, to perform such professional services as the CITY may desire.

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

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

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

5. Compliance With New Regulations. To the extent applicable, CONSULTANT agrees that if local, state, or federal agencies modify their grant procedures or requirements for the CITY or the CONSULTANT to qualify for local, state, or federal funding the CITY may use to pay for the Services to the rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with such applicable local, state, or federal laws and regulations, then the CITY shall have the right, by written notice to the CONSULTANT, to terminate this Agreement.

6. License Fee and Royalties. The CONSULTANT hereby grants a non-exclusive and fully paid license to the CITY to utilize all WRITTEN WORK or documents produced or prepared by CONSULTANT to perform the services required under this Agreement.

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

8. Subconsultants. The CONSULTANT shall have the right, conditioned upon the CITY's prior consent (which shall not be unreasonably withheld), to employ other firms,

consultants, Contractors, subconsultants, and so forth (Subconsultants); provided, however, that the CONSULTANT shall, 1) advise the CITY as to what particular Services the Subconsultants shall perform; and 2) advise the CITY as to what percentage of the total project services each Subconsultant shall be employed to do. The CONSULTANT shall be solely responsible for the performance of all of its Subconsultants, including but not limited to their maintenance of schedules, correlation of services, or both of these things, and the resolution of all differences between them. The CONSULTANT shall promptly terminate the use and services of any employee or Subconsultant upon written request from the CITY (which may be made by the CITY in its sole discretion). By accepting a Subconsultant, the CITY shall not be deemed to warrant or guarantee the reliability or effectiveness of that entity's Services.

9. Work Outside Scope and Time of Payment. The CITY shall have no obligation to reimburse the CONSULTANT for services rendered which may be in addition to outside of the Scope of any particular Services Authorization, unless and until the CITY has given written approval of such reimbursement.

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

11. Assignment and Delegation. The CITY and the CONSULTANT bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written

consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may terminate this Agreement. The CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

12. Audits - Periodic Auditing of Consultant's Books. The CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books of CONSULTANT for the purpose of verifying the accuracy of any payment, charge or invoice. In addition to the above and upon request of the CITY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the CITY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, profit and the total amount of money paid by the CITY to the CONSULTANT. The Fiscal Report shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

13. Overcharge. If it is established by the audit, or by any other means, that the CONSULTANT has over-billed or overstated its costs, fees, or reimbursable expenses (Overcharge) to the City, then the amount of any Overcharge shall be refunded by the CONSULTANT, together with interest at the rate of one percent (1%) per month and the CITY's reasonable and provable costs (including the auditing expenses) in discovering the Overcharge and effecting its repayment.

14. Truth in Negotiations. The CONSULTANT shall execute the Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof. It is agreed by the CONSULTANT that any amounts charged under this Agreement or any Services Authorization issues under this Agreement, shall be adjusted to exclude any sums [plus interest at twelve

percent (12%) per annum simple interest on the sums, from the date of payment by the CITY] by which the CITY determines that it was overcharged.

15. Prohibition Against Contingent Fees. The CONSULTANT warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. Any breach of the warranty or representation of this paragraph shall be grounds for termination.

16. Entire Agreement. This Agreement, including the Exhibits hereto, and any Services Authorization issued under this Agreement, shall constitute the entire Agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth therein.

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

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

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

20. Timeliness. The CITY and the CONSULTANT acknowledge and understand that time is of the essence in this Agreement, and that the Services shall be performed in expeditious and economical manner.

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

22. Force Majeure. The parties acknowledge that adverse weather conditions, acts of God, terrorism, war or other unforeseen circumstances of a nature that are outside the control of the parties may execute performance under this Agreement; or may necessitate modifications to a Services Authorization. If such conditions and circumstances do in fact occur, then the CITY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to any Services Authorization.

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

24. Dispute Resolution and Exclusive Venue. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference. The sole and exclusive venue for any mediation shall be in Orange County, Florida. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this Agreement or the work to be performed hereunder, shall be submitted for trial, **without a jury**, before the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. The parties consent and submit to the jurisdiction of such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. The CITY and CONSULTANT expressly waive all rights to trial by jury regarding any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this contract or the work to be performed hereunder. As noted herein, the sole and exclusive venue for any litigation or other legal proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

25. Chapter 558, Florida Statutes. The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement of any Services Authorization issued hereunder.

26. 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.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

6. Personal Liability of Personnel Disclaimer—Pursuant to Florida Statutes §§558.0035, (Supp. 2013) to the fullest extent permitted by law, CLIENT agrees that pursuant to Section (c) an individual employee or agent may not be held personally liable for negligence.

(Signature Page Follows)

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

ATTEST:

Donald G. Wishart — Digitally signed by Donald G. Wishart Date: 2021.08.20 10:49:12 -04'00'

Print Name: Donald Wishart

ACCEPTED:

G-A-I CONSULTANTS, INC.

By: Frank Bellomo — Digitally signed by Frank Bellomo Date: 2021.08.20 10:38:25 -04'00'

Print Name: Frank Bellomo

Title: Vice President

(SEAL)

ATTEST:

Name: Melanie Sibbitt

Title: City Clerk

APPROVED:

CITY OF OCOEE, FLORIDA

By:

Name: Rusty Johnson

Title: Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY this 7th day of Sept., 2021

SHUFFIELD, LOWMAN & WILSON, P.A.

BY:

Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON July 20, 2021 UNDER AGENDA ITEM NO. 9.

TRUTH-IN-NEGOTIATION CERTIFICATE

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

WITNESS:

BY: Donald G. Wishart Digitally signed by Donald G. Wishart Date: 2021.08.20 10:49:22 -04'00'

Print Name: Donald Wishart

Title: Director, Landscape Architecture

CONSULTANT: G-A-I Consultants, Inc.

BY: Frank Bellomo Digitally signed by Frank Bellomo Date: 2021.08.20 10:38:39 -04'00'

Print Name: Frank Bellomo

Title: Vice President

STATE OF FLORIDA }

COUNTY OF Orange }

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

WITNESS my hand and official seal this 20th day of August, 2021.

CHRISTINA LORENZO
Notary Public - State of Florida
Commission # GG 919043
My Comm. Expires Jan 28, 2024
Bonded through National Notary Assn.

NOTARY PUBLIC

Print Name: CHRISTINA LORENZO

My Commission Expires: JAN. 28, 2024

EXHIBIT A

RFQ #21-006 CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #21-006

CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES



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FOR
RFQ #21-006
CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

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Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-006 CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 2:00 pm, local time, on May 11, 2021.** Qualification packages received after that time or through any other method will not be accepted under any circumstances. Qualification packages that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFQ should 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 statements of qualifications at no charge through Negometrix4 by accessing the City's published solicitation page https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix platform. Melanie Sibbitt, City Clerk, Orlando Sentinel April 18, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #21-006
CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the Consultants' Competitive Negotiations Act (CCNA), § 287.055, Fla. Stat., et seq., and the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications from licensed professional planning and landscape architectural firms that are interested in providing general professional planning and landscape architectural services for various planning, design, and development projects.

   In accordance with the CCNA, the work contemplated under these continuing contracts will be limited to routine tasks related to construction projects expected to cost no more than $4 million, or for studies not costing more than $500,000. Planning and landscape architectural services related to any project that does not fall within these categories will be separately solicited in conformance with the CCNA.

   Due to the potential complexity of task orders that may be awarded through this contract, the chosen firms may need to sub-contract with a variety of other professional firms to undertake all aspects of a task order. This team may include consultants specializing in public participation, transportation planning, geotechnical evaluations, tele-communications, utilities, stormwater analysis, irrigation design, MEP engineering, roadway design, architecture, real estate analysis, financing, market analysis, and community place-making, among others. It should be noted that the City already has Continuing Service Providers under contract for Civil Engineering, Architecture, Surveying, and Utility Modeling, and Geotechnical Testing services. Should any portion of the planning effort require detailed professional services contained within the contracts of these existing professional firms, the City shall have the right to direct certain portions of the work to these entities. Coincidently, the City will reserve the right to approve all sub-consultants proposed by each contracted Continuing Services Provider chosen under this RFQ; however, none of the subconsultants will be identified as Continuing Service Providers for contract purposes and will be solely responsible to their respective Planning / Landscape Architectural team leader for remuneration and direction.

2. The City intends to award Continuing Service Provider contracts to at least three (3) respondents, if possible, deemed to be the most highly qualified to perform the required services. In determining whether a firm or individual is qualified, the City shall consider criteria set forth in the RFQ. In addition to identifying the best firms for the work, the City desires to create an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified firm for a given task. Firms selected by the City will provide planning and landscape architectural services to the City on an as-needed basis, which will be assigned using task orders issued by the City under the continuing contracts. The continuing contracts shall have an initial three (3) year period and two automatic one-year renewable extensions, plus a one (1) year optional renewal at the City's discretion.

3. Prospective respondents may secure a free copy of the documents required for submitting a response through Negometrix's Negometrix4 platform by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix4 platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Negometrix, prospective respondents will be provided with all information regarding this RFQ, all addendums and changes to the project requirements; there is no charge to use the Negometrix e-procurement platform.

4. Each qualification package should consist minimally of a cover letter, statement of qualifications, conflict of interest disclosure form and company information form (attached at the end of these instructions). Please also include a copy of all applicable licenses held by firms or key subconsultants proposing to perform the work. Statements of qualifications should be limited to a total of **forty (40) 8.5"x 11" pages** (including any resumes and maximum 2-page cover letter but excluding front and back covers, dividers, table of contents, and company information form), single-sided, portrait orientation, 12-point font. Additional submission instructions are supplied below in Section D. Any qualifications package 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 qualification package and shall be understood to do so.** All expenses for providing qualification packages to the City shall be borne by the respondent.

5. The City utilizes Negometrix, an e-procurement platform, Negometrix4 version. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix4 platform at https://app.negometrix.com/buyer/748. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All responses for this bid **MUST** be submitted through the Negometrix4 platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. **There is no charge to use the Negometrix electronic bid submission platform**.

   Registration with Negometrix is free and is required prior to submitting a RFQ response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the RFQ submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com.

   Once your company is registered with Negometrix, you will be able to submit your bid/proposal/qualification statement securely, any time before the bid deadline, at https://app.negometrix.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. Qualification Statements submitted on Negometrix4 will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will

automatically lock responses upon the bid deadline. A virtual public RFQ opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

6. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their qualifications package on the Negometrix4 platform. Qualification packages must be received by Negometrix4 no later than **2:00 p.m. (local time) on May 11, 2021.** Any qualification package received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualifications package **uploaded and submitted** on the Negometrix4 e-procurement platform prior to the due date and time.

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

7. The City will receive questions regarding this RFQ only through the Negometrix4 platform in the Question & Answer tab or written inquires directed to Shannon Hopper, Purchasing Technician shopper@ocoee.org. Deadline for receipt of written inquiries will be **May 4, 2021 at 2:00 p.m., local time.**

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

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

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

    By entering into this contract, the awarded bidder is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not

limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

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.

12. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Fla. Stat. 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), Fla. Stat.

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

14. PUBLIC RECORDS COMPLIANCE. The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:
    1. Keep and maintain public records required by the City to perform the service.
    2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
    3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
    4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records

required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

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

16. 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 (p. 18).**

d) Respondent further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFQ has occurred, and that the proposal is made according to the provisions of the RFQ documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFQ 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.

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

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

B. INSURANCE TERMS AND CONDITIONS

The successful respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and

approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer 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 follows:

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

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

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

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

7. Owner's Protective Liability Insurance: (Not applicable for Design 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 Design Services).
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence

9. Certificates of Insurance: Certificate of Insurance Form (see following sample), 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 Technician. 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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JC FRAZE-1 | DATE (MM/DD/YYYY) 11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor's Name
Address

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

COVERAGES

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

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

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

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

CERTIFICATE HOLDER

OCOEE01

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

SAMPLE

C. SCOPE OF SERVICES

The services to be performed through task orders issued under the continuing contract may consist of, but will not necessarily be limited to, general planning and landscape architectural activities. In order to effectively evaluate each firm and its team of sub-consultants, each consultant should outline its team's experience and capabilities to address, at a minimum, the following anticipated aspects of any given task order.

1. Graphical Presentation of existing conditions including existing transportation, utilities, land use, zoning, public facilities, tele-communications, and environmental features.
2. Analysis of detailed historic economic and demographic data, including regional influences and conditions.
3. Identification of historical development patterns and analysis of anticipated future trends including prior planning efforts.
4. Identification of key stakeholders and landowners who may influence the realization of any site development tasks.
5. Identification of environmental records indicating potential contamination.
6. Analysis of existing and future market conditions affecting the projected form of development and redevelopment of a specific site or area to help create viable new businesses.
7. Preparation of infrastructure master plans for utilities, roadways, mass transit, walking/bicycle paths, sidewalks, streets/streetscapes, public amenities, parks, parking, stormwater management, tele-communications, and electric power, including general cost estimates for task orders requiring these tasks.
8. Create and present various conceptual design scenarios based upon expected development patterns and visioning exercises for a specific project.
9. Presentation of specific implementation strategies including funding scenarios with timing options, partnership opportunities, and grant opportunities.
10. Preparation of Comprehensive Plan Amendments, overlay plans, form-based codes and other regulating plan documents necessary to direct development.
11. Creation of public involvement, marketing, and place-making strategies to enhance the planning process for a specific project, including cultural and arts activities, social media, advertising and economic outreach programs.

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

D. SUBMITTALS

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

will best meet the needs of the City. The submission materials should include the following, and missing material may cause your submission to be evaluated accordingly:

I. Firm's Qualifications

- Understanding of Scope of Services
- List of all firm's key employees, their qualifications, and their role in providing the desired City services and each employee's years of total related experience and years with your firm.
- Firm's and employee's certifications and licenses with regulatory agencies, professional organizations, etc.
- List of firm's sub-consultants, their qualifications, and their role in this project.
- List of firm's current or recently completed similar services within the past five (5) years with other public or private agencies.
- List of at least three (3) client references to include organization name, contact person, telephone number(s), and e-mail address.

II. Firm's Office Location & Other Forms (not included in page limit)

- List the location of all offices (firm and sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.
- Conflict of Interest Disclosure Form, p. 18.
- Summary of Litigation, if none please indicate in this section of your qualification package. 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. p. 19.
- Receipt of any addenda issued, p. 19.
- Company Information/Signature Sheet, p. 20.
- M/WBE Certification for the Firm. Attach State of Florida or County M/WBE Certification for the Firm. Partial points will not be awarded for M/WBE sub-consultants.

E. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFQ	Request for qualifications published
16 days later	Last day for questions
23 days later	Statements of qualification are due
30 days later	Qualification statements distributed to evaluation committee
44 days later	Evaluation committee meeting held
55 days later	Interviews of top three or more respondents
Next meeting	Short-list of ranked firms recommended to City Commission

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

F. SELECTION PROCESS

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

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

3. The City will apply the negotiation requirements of the Consultants' Competitive Negotiations Act, § 287.0055, Fla. Stat. The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.

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

Evaluation Criteria	Maximum Points
1. Qualifications and Experience of the Firm	**50**
2. Understanding of Scope of Services • Understanding of work that may be assigned through this continuing services contract, including the methodology that will be used to manage multiple tasks and schedules.	**25**
3. References	**15**
4. Location of the Firm's office and proximity to the City of Ocoee	**5**
5. Certified Minority, Women Owned Business Enterprise • Include M/WBE Certification forms for the Responding Firm only.	**5**
Total Possible Points	**100**

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

G. TASK ASSIGNMENT PROCEDURES

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

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

Accounts Payable
Finance Department
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

H. SPECIAL PROVISIONS FOR STATE OR FEDERALLY FUNDED PROJECTS

Should any of the projects for which planning and landscape architectural services are provided under this solicitation involve State funds, this entire solicitation is governed by the requirements of the State of Florida and the CCNA, § 287.055, Fla. Stat., for a continuing contract. State reporting requirements for the specific grant and other laws and regulations may apply to a given service task order. Any such requirements shall be part of the task proposal solicitation and any subsequent proposal made shall explicitly state the firm's intent to comply with such requirements.

Should any of the projects for which planning and landscape architectural services are provided under this solicitation involve federal funds, this entire solicitation is governed by the requirements of the specific federal grant. Federal reporting requirements for the specific federal grant and other laws and regulations may apply to a given service task order. Any such requirements shall be part of the task proposal solicitation and any subsequent proposal made shall explicitly state the firm's intent to comply with such requirements.

I. BID PROTESTS

All Bid Protests shall be submitted to the Purchasing Agent in the following manner:

1. A Bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.

2. A bid protest shall be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.

3. The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

4. The bid protest shall be filed with the Purchasing Technician not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

5. The Purchasing Agent, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

END OF INSTRUCTIONS



RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

SUMMARY OF LITIGATION:

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

_____

_____

_____

_____

_____

(Attach additional sheets if necessary)

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

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

_____

(Remainder of page left blank intentionally.)

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-006

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

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

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

_____
NAME/TITLE (PLEASE PRINT)

_____

_____
STREET ADDRESS

_____

_____
CITY STATE ZIP

FEDERAL ID #_____
_____Individual _____Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of _____
County of _____

_____
Signature of Notary Public

_____
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT B

CONSULTANT'S QUALIFICATION PACKAGE RESPONSE TO RFQ #21-006



RESPONSE TO REQUEST FOR QUALIFICATIONS (RFQ) #21-006

CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

CITY OF OCOEE, FLORIDA | TUESDAY MAY 11, 2021 | 2:00 PM

gai consultants

COMMUNITY SOLUTIONS GROUP

Creating great community places.

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Receipt of Addenda
Company Information / Signature Sheet
M/WBE Certificaton - N/A

May 11, 2021

Ms. Shannon Hopper
Purchasing Technician
City of Ocoee
Finance Department/Purchasing
150 North Lakeshore Drive
Ocoee, Florida 34761

Continuing Planning And Landscape Architectural Services | RFQ#21-006

Dear Ms. Hopper and Members of the Selection Committee:

On behalf of the **GAI Consultants | Community Solutions Group (CSG)** we are pleased to submit this response for the City of Ocoee's Request for Qualifications for Continuing Planning and Landscape Architectural Services. We have been working very closely with the City on a variety of project types for several years and are fully invested in your efforts and success. We look forward to continuing this relationship.

We feel we are uniquely qualified to be your consultant. Our planners and landscape architects have the proven expertise to address all your needs and deliver creative, cost efficient solutions for all the anticipated project types. GAI/CSG is supported by a 750+ person, multi-disciplinary consulting firm with the resources and personnel available to provide any services required, in-house, including civil, environmental, transportation, structural, electrical engineering and surveying services.

The rapid growth and changes that are occurring in the City require thoughtful leadership, supported by the knowledge and experience of a seasoned team of professionals with a history of planning, designing and executing successful, high quality projects. As the City continues to grow, these efforts are being pursued within the context of sustainability and resource efficiency. This requires a commitment to multi-modal mobility, strong neighborhoods, expanded recreation, community education, economic prosperity and realization of the social, cultural and economic value of the community. This stewardship of the community continues to position Ocoee as a desirable and competitive place that nurtures and cares for its people. We want to help you continue these goals.

Our leaders have spent their careers preparing for just such an opportunity. Our leadership team is strong, and for decades all have played key roles in the development of Florida's great community venues, downtowns, parks, streetscapes and neighborhoods. **Pete Sechler, PLA, AICP** is the Senior Director of GAI's Community Solutions Group and will serve as the Project Director. Mr. Sechler served in a similar capacity for the successful Ocoee Downtown Master Plan which we completed for you. **Blake Drury, AICP** will be the Planning Director, responsible for all planning efforts that may be required under this agreement. Mr. Drury was the primary author of your Downtown Master Plan, working closely with your staff. **Frank Bellomo, PLA** brings 40 years of experience in all areas of landscape architecture, including resource-based parks, trail projects, pedestrian and urban complete streets and urban park infrastructure. Frank will be the Landscape Architecture Director. These three leaders are supported by a talented group of trusted sub-consultants that bring additional specialty expertise to meet your needs including architects Rhodes+Brito, Luke Transportation Engineering, and geotechnical consultants Andreyev Engineering. We have worked successfully with these partners in the past on multiple projects and are confident in their ability to support us and the potential needs of this RFQ.

Our work is successful because our solutions are derived from inclusive processes that begin with local input and sensibility, enhanced as appropriate by our national experience in planning and design. Our work is actionable because we work from planning to policy and concept to construction, across a very wide practice. Our clients come back because they know that we care. The specific experience of our company spans many of the area's most significant public realm and institutional projects over the last 30 years, including working with you on the Downtown Master Plan, Stormwater Park and Wellness Park.

We understand that a public involvement process that defines and responds to community conditions and needs, from the outset, can be a critical factor in achieving a vibrant and viable project that will be supported by stakeholders. We are quite gifted in conducting community-based workshops, targeted interviews and public meetings to share views and generate ideas that can be translated into a program of uses and activities, and this is further described in our Project Understanding.

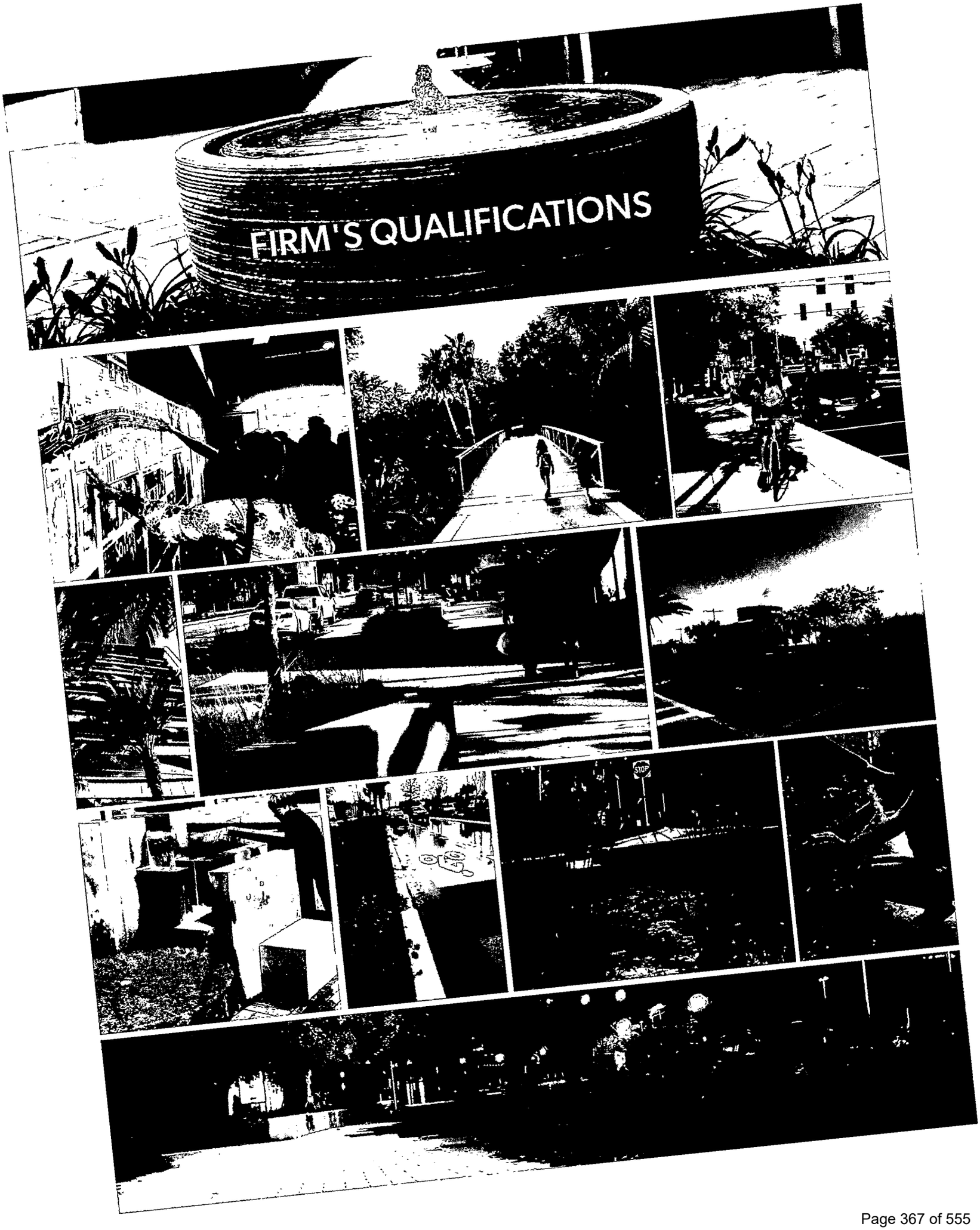
In closing we would like to assure you that we are committed to being available, whenever necessary, throughout the duration of every project. We stand ready to help you identify projects, articulate a vision, refine the program, and move in a logical sequence to address the many and varied requirements of designing, permitting and constructing your projects. We will be your partner throughout this process, from beginning to end, and you can be assured that we will be there when you need us.

Thank you for your careful consideration. We anxiously await an opportunity to meet with you in person and share how we can help you accomplish your goals.

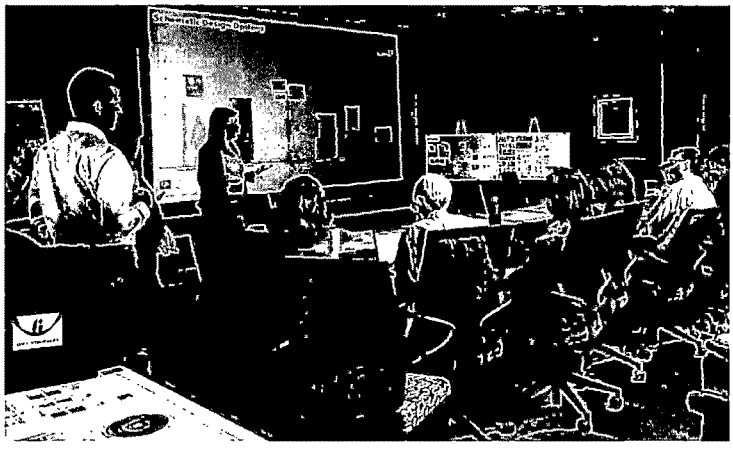
Sincerely,
GAI Consultants | Community Solutions Group

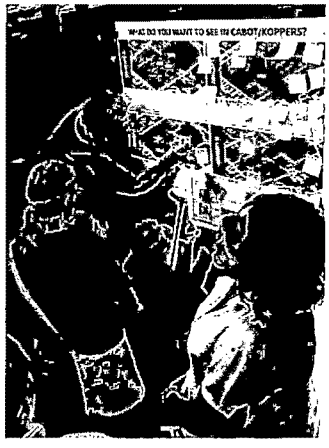


Peter Sechler, PLA/AICP
Vice President | Project Director


FIRM'S QUALIFICATIONS

Understanding **of Scope of Services**







UNDERSTANDING AND APPROACH

GAI's Community Solutions Group is committed to building livable, sustainable, active, and authentic community places that build social and economic value over time. There is no more powerful way to facilitate that mission than through the Public Realm of Streets, Parks, Trails, and Community Assets. Our planners, landscape architects and economic specialists are part of a much larger, integrated practice of planning, designing, engineering, financing, and implementing all forms of community infrastructure and investment. Therefore, we understand how to develop plans that create shared benefits and serve multiple users.

Through our relationship with the City of Ocoee we understand that you are committed to insuring the ongoing social, cultural and economic value of the community and the potential of the City from the historic downtown, the waterfront and beyond. Today Ocoee is a place of diverse neighborhoods, economically active corridors, and emergent centers of activity. This expanded geography is served by a community infrastructure of environment and parks, public buildings and community services, utilities infrastructure, streets and regional transportation.

In the last few years, Ocoee has been accelerating its efforts to discuss its character, vision and future. New parks and streetscape projects, CRA redevelopment and State Road 50 planning are just a few projects that have signaled an evolution towards the future. Today much of the forward-thinking discussion is about community enhancement, and in some places, community re-development.

The GAI Team understands that 'community' is made up of the complex inter- relationships of people, place and policy. We are experienced with planning and designing the many 'place-types' found in Ocoee. However, we are effective because we are sensitive and sophisticated about implementing complex planning ideas across the platform of inclusive participation, funding and finance, public policy and community partnerships for initiatives both large and small. We work concept to construction, planning to policy.

1. Understanding Your Needs: An Extension of Ocoee's Staff

Ocoee is seeking a 'Continuing Services' agreement for a variety of subject areas and possible project types. We understand that this involves a particular type of commitment that requires more than just our technical expertise. This understanding is a result of our successful experience with this type of contract throughout the State of Florida. With over 25 current Continuing Services Agreements we know that it's critical to think of ourselves as an 'extension of staff'. We will become the resource that is available, aware and up to speed, ready to assist across a wide variety of services.

In reviewing the RFQ and understanding the services sought by Ocoee, we have a perfectly suited in-

house 'deep bench' of leading Florida professionals who have worked successfully with Ocoee for years. This includes planning projects such as the Ocoee Downtown Master Plan (Sechler / Drury) and Downtown Stormwater Park and Wellness Park (Bellomo/Aust/Land).

The GAI Community Solutions Team is ideally suited to continuing to work in an ongoing capacity with Ocoee. Our team has worked successfully with you for several years on a variety of planning and landscape architectural project types. We also have capabilities in-house to provide you with nearly all the services listed in the RFQ. This includes our staff of our economic professionals who can provide economic and demographic analysis, detailed market analysis, and funding, finance and partnership recommendations for a variety of project types to help encourage public and private development opportunities in the City. The professionals assigned to this effort bring the skill sets necessary for success over the life of this continuing service agreement. We bring experienced hands, open minds, and fresh ideas.

As a collected unit, the GAI Team brings a strong track record of success in leading strategic master planning and focused landscape implementation efforts for character communities like Ocoee. Pete Sechler will serve as the Project Director; selecting the correct project manager and team (through collaboration with the Ocoee staff) for each assignment. We will work strategically with you to put together the best resources for each effort as needed.

Our team includes resources with vast national and local experience in leading community planning efforts across a range of strategic and interconnected topics in cities of all sizes. These include every major city in Florida, as well as Atlanta, Raleigh, Baltimore, Chicago, Minneapolis, Asheville, Little Rock, Pittsburgh, Kansas City, Sacramento, Birmingham, and Indianapolis, to name a few. We have been engaged for work in both the public and private sectors on such diverse projects as campus master planning for universities and hospitals, feasibility studies for convention centers, museums, professional stadiums, neighborhood stabilization studies, suburban retrofit, infill and redevelopment, as well as strategic economic development plans. In addition, our work with Community Redevelopment Agencies in Florida is second to none with regard to understanding F.S. Chapter 163(III) and its application to providing guidance to extending and/ or modifying existing plans and how best to leverage tax increment resources.

As a result of these skills and capabilities, we can participate with the Ocoee staff on any type of planning or landscape architectural project within Ocoee's place types – but we are also capable to participating with staff in the vision and strategic thinking regarding the broader systems that link the entire community and provide a stronger sense of place for residents and businesses.

Landscape Architecture - Led by Frank Bellomo, our Landscape Architectural practice is experienced with integrating community planning efforts with detailed, implementable designs for public open spaces, roadways, streetscapes, wayfinding and a variety of urban design efforts. Our practice is based upon understanding community objectives and translating that input into program, design concepts and management practices. Landscape architectural services can be viewed through the lens of parks, trails, streets and site implementation based on understanding existing facilities, emergent needs, access and programs for a variety of users and locations. Frank Bellomo has focused his career on these issues, while our deep bench of talented practitioners in our Landscape and Planning practice areas are available for Ocoee's use on any project as may be needed.

Economic Opportunity - While we are strong advocates of livable community planning and public realm design, we also understand that the economic sustainability of a community ultimately provides the framework for success. In short, community building is economic development. Understanding the interconnectivity of the community assets, viable development models and opportunities to guide the market - with focused leadership on a common vision - ultimately determines the community's

competitiveness within the region as the preferred place to live and raise a family.

Our economics team can assist with planning and adjustments, administrative policy, regulatory options, market understanding, development feasibility, public finance and project positioning across all areas of the City and a wide variety of projects being considered.

While this RFQ specifically requests Planning and Landscape Architectural services, the scope of services described is varied. GAI can provide services for most of the possible project types listed in the RFQ with our in-house staff including professionals in civil engineering, deeply experienced in stormwater management, utility and roadway design; an entire Energy division who clients include Duke Energy; CEI personnel; structural engineers; surveyors; engineers specializing in FDOT related projects including LAP and JPA projects; biologists; graphic and wayfinding specialists and other capabilities. Our subconsultant team members will help to assure that the GAI/ CSG team can assist with any of your needs under this agreement. These team members, whom we have had long-standing relationships with, include Rhodes+Brito Architects, Luke Transportation Engineering Consultants and Andreyev Geotechnical Engineering.

2. Understanding the Community: People, Place and Progress

Florida's development patterns are often defined by historic 'Traditional' areas, surrounded by larger suburban 'Contemporary' development. This has led us to understand the character and values of each. We strive to help create walkable, mixed use and civic places that have well defined social and economic roles within the larger community. For the suburban areas, we are interested in true multi-modal connectivity and livable character that links neighborhoods to each other and to their supporting assets such as parks, schools, healthcare and daily needs retail. We strive for economically successful commercial corridors and centers that are positioned to evolve from single use, low density places to multi-use, higher density places over time. Ocoee has all of these patterns, and our team is positioned as a valuable resource – an extension of staff – for each.

Ocoee is an Authentic Character Town - Our practice is deeply linked with our understanding of historic downtown business areas, urban design and economic development. We need to consider location, access, circulation and development characteristics relative to the many activities within the community. We understand the varied needs of a strong core to serve as a cornerstone to the community: historic beginnings, traditional home-based businesses, government center, venue for public celebrations, and the place to be and to be seen. We have a rare combination of generalists and specialists who are knowledgeable of and responsive to these many settings.

Our planning, landscape architecture, infrastructure and environmental specialists can provide the detailed technical capabilities to successfully plan and design plan areas within the downtown, the surrounding historic neighborhoods, the suburban districts, and at the same time understand the ecology and necessary infrastructure. We can translate that knowledge into our national project experiences – informed by community input and local opportunity. Our work strives to accommodate many types of users and create value on many levels. These efforts can create positive change.

Example Project Approaches - Recognizing that this is a continuing service contract, and not "project specific," there is no single approach that will be applicable to all the various opportunities that might arise. Considering our extensive experience with other continuing service agreements, we are certain that the projects that the City may be considering will relate to experiences we have had across Florida.

Whether a planning assignment or a design project to be implemented, our approach to projects is not simply to repeat what has been done in the past, but rather take the lessons afforded by experience, listen completely and intently to the needs of the City team, and together explore innovative solutions for meeting those needs. Our experience meeting the



critical needs of counties and cities across the state has given us a unique insight into the programming, planning, and design of projects which are functional, thrifty, and fully meet the true needs of the City and its users.

3. Planning for Community Success

Our team has worked on a large number of planning efforts for other Florida Character Towns, providing implementation successes resulting from those planning efforts including Winter Park, Sanford, Eustis, Winter Garden, Kissimmee and Lakeland – to name a few. One cornerstone of this work is our commitment to working collaboratively – the time and place of a new plan is a significant event in the life of a community.

Inclusive Processes - Our community planning and implementation design work is based upon detailed strategies to understand the place, its people and the opportunities through a tailored platform of public participation. Our work with Ocoee's Downtown Master Plan, InVision Tampa, and the St. Petersburg Downtown Waterfront Master Plan included a highly successful program of outreach, structuring 'Public Input Before Professional Output' in a multi-layered dialogue that spans the entire project. Yet each project included different types of selected participation techniques.

We find that different segments of the community will feel most comfortable accessing the project in different ways. So, we employ multiple techniques simultaneously. Tools may include the traditional: questionnaire, statistical surveys, stakeholder meetings, public workshops and charrettes; as well as the non-traditional: on-line interactive websites through providers such as MindMixer and Peak Democracy and social media (Facebook, Twitter, Instagram, etc.). In the age of Covid we have become incredibly adept at facilitating online public meetings that are fully participatory and inclusionary.

Participatory design is about more than just 'including people'. Plans must identify areas of common purpose, based on community consensus. We want more than just 'informed consent'; we want passionate support and energetic commitment for a set of ideas that reflect the input and aspirations of the community, as voiced by the community.

This requires that the plan engage people directly, organizing community input into Compelling Strategies that are Clearly Understandable, describing Shared Objectives. Our technique for accomplishing this is to build trust through many techniques of participation and then organize thousands of points of input into guiding Community Frameworks and easily understood Planning Principles where the community can see their ideas embedded in the organization of the plan. By obtaining validation of this structure from the community BEFORE we begin detailed design, we confirm with the community that their ideas have been heard and we are moving in a direction that activates their input. When the planning, design, and economics action plan is developed, all the ideas are easily linked back to the Frameworks and Principles – allowing all participants to understand the linkage to their original input.

Our dialogue with the community will explore how downtown can be most relevant in enhancing the lives of all residents of Ocoee. This could relate to the shared character of a shared community 'living room', new retail services such as restaurants or small business, environmental recreation, new opportunities for housing, it may relate to events and significant times when the community comes together.



Successful, Living Master Plans - We have a strong track record of developing understandable, usable documents that have successfully guided the budgeting and implementation of long term visions. The long time work professional experiences of the team assembled for this project includes the strategic linkage of public investment and private redevelopment to renew Florida's character, small downtowns – which are a passion of ours. This includes longtime work in places that had not had experienced much recent investment or new Main Street businesses before our downtown master planning and economic development work commenced: Sanford, Kissimmee, Eustis, Winter Garden, Pensacola, Lakeland, New Smyrna Beach – to name a few. Today, these areas are experiencing renewal, and continue to 'work their plan'.

4. A General Approach to Planning Services

Our approach to planning is based on a time tested, successful process that our team members have generally followed for over 15 years. The approach has worked (with refinements) ever since including the Clermont Downtown Waterfront Plan and the St. Petersburg Downtown Waterfront Master Plan, both led by Mr. Sechler. While we are very flexible about adjusting the specific activities to the needs of each project and client, this general sequence of steps has consistently insured plans that are thorough, actionable and enjoy community support.

The Approach with which we have been successful in communities small and large has 4 distinct parts with important benchmarks for products:

Issues and Opportunities:

1. **Understanding** the community through the eyes of many stakeholders as well as through our technical analysis before we begin to form opinions or 'outside ideas'. This means an inclusive process, with multiple ways to access the project and our leaders.

2. **Exploring** the topics and opportunities that we identify together. We do this in a way that includes high level review and guidance from city leadership and Steering Committees, but that also includes 'hands-on' development of ideas by incorporating multi-day, on-site design workshops to focus our efforts and allow the public to see and participate in what we are doing. We then conclude the initial portion of our work by clearly articulating what we have learned via Guiding Principles and Strategic Direction in a written Issues and Opportunities Report. This report is an intentional, deliberate statement of the 'game plan' so that everyone involved can validate the ideas and direction.

Design and Implementation

3. **Deciding** is the phase where we use our community-based planning principles and initial ideas to shift into an implementation mode of

work. This means detailed design and action planning in order to effectuate desired results.

4. **Documentation** occurs with the recording of the ideas in written form – including the process, Guiding

Principles, framework diagrams, design illustrations, policy recommendations & guidelines, and a specific financial / funding plan. These recommendations are prioritized according to a multi-year, actionable plan that prioritizes projects and budgeting over time.

5. A General Approach to Landscape Architectural Services

We all know that every project is unique, with unique challenges requiring an approach tailored to the effort at hand. At the same time our extensive experience successfully delivering built projects for cities and counties throughout Florida has allowed us the develop a general methodology for delivering successful projects regardless of scale or complexity.

1. Pre-Design Phase

Our experience has shown that this is the most important phase of any project. At no point are experience collaboration, and the ability to LISTEN, more important and more effective. At no other point can the consultant have more influence on the project's success or impact on the project's budget. Our pre-design services include the following:

Needs Assessment: Working closely with the City's representatives, community members, and user groups through workshops, charrettes, and presentations, GAI will help establish immediate and long-term goals for the project; clearly defining the design parameters and anticipated results.

Asset Assessment: During this phase we will perform an extensive review of all opportunities and constraints, including site survey and existing conditions, environmental influences, zoning and ordinance review, availability and capacity of utilities, assessment of existing structures (if any), and vehicular access.

Programming: Based on the immediate, short, and long-term goals established through the needs assessment, our Principal in Charge and Project Manager we will meet with the appropriate City staff to discuss all aspects of the proposed project. The program will be defined, or refined if it has already been established, specific tasks will be identified, time constraints will be reviewed, schedules will be evaluated, and together we will establish specific deadlines for the start and completion of the various project milestones. The programming phase is the opportunity to ensure the project scope and budget are reconciled. At no other point in the process is there a greater opportunity to impact the project budget.

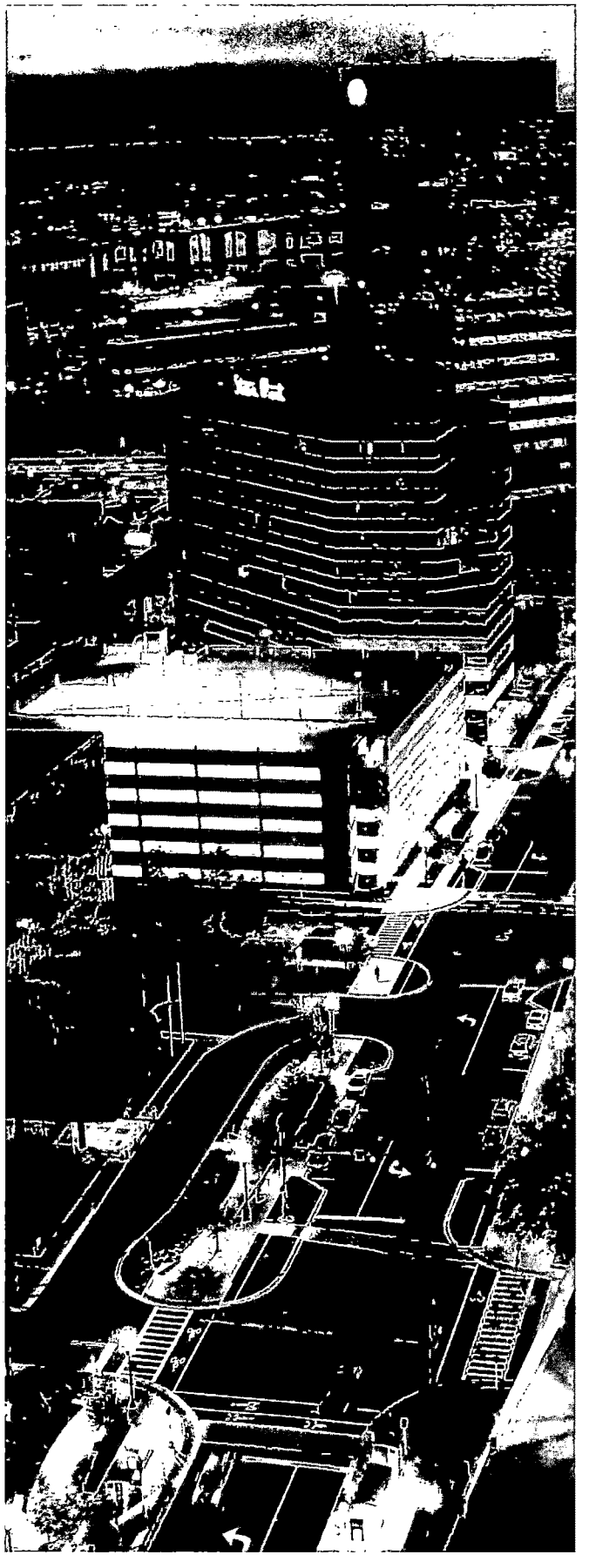
2. Design Phase

Our team is committed to high-quality, accurate, and creative solutions to our design assignments. We typically work in a conventional methodology of Concept/Schematics to validate the program, design/technical direction, as well as budget with our client and the stakeholders. We then proceed toward 30-60-90 and 100% Construction Documents. We can fast-track work, and we can also work dynamically in either a design-bid-build or design-build relationship.

3. Quality Assurance/Quality Control

The ability to successfully complete projects for public agencies, projects that meet or exceed expectations while staying in budget is a skill that we have developed over time. A great deal of our successes can be attributed to our Quality Assurance and Control (QAC) program that allows us to stay on target while maintaining the schedule and budget. This program establishes a set of checks and balances that identifies any errors or omissions so that they can be corrected before the project is bid; it establishes procedures to assure construction activities deliver the intended results; and it provides an opportunity to evaluate the design and the performance of the specified components. Here are a few of the key areas of this program that deserve review:

Management Responsibility - A Principal is assigned to every client and project with the designated authority and responsibility for the overall control



of the project and to assure that quality procedures are implemented and maintained.

Project Control - The Project Manager is responsible for the management of the team to assure that procedures are in place to maintain control of the project scope, budgets, and regulatory approvals. These individuals meet weekly to review the status of the project and make adjustments as required.

Document Control - We use an established formatting procedure for all electronic document records that allows us to track and manage all documents, integrate the work of our sub-consultants and track modifications to documents to verify that changes are incorporated.

Project Peer Review - Peer review is performed by Landscape Architects with at least 15 years of experience. Projects are reviewed at 60%, 90% and 100% completion of Construction Documents, and the documents are reviewed for their "constructability".

4. Construction Administration

Our process follows a rigid set of guidelines that begin once the project is put out to bid or construction begins. Our Construction Administration personnel follow an established set of procedures that monitor all construction activities from submittals to pay requests, to assure that only work that has passed the required inspections and verifications is accepted.

5. Permitting/Agency Coordination Experience

With so much work experience in urbanized and redeveloping areas, the vast majority of our work provided to public agencies has included significant permitting requirements. We have obtained numerous permits through the Water Management District (WMD), Florida Department of Environmental Protection (FDEP), US Army Corps of Engineers (USACE), Florida Department of Transportation (FDOT) and others. Our in-house environmental personnel have developed relationships with these agencies through their many years in the industry which can prove valuable when permitting is required.

Quality project delivery comes from people who are well-trained, highly motivated, and clearly focused on getting the job done right. They collaborate across disciplines to develop new ideas for our clients' challenges. They have passion, energy, and dedication. Most importantly, they sincerely care about the success of your projects.

WE BRING EXPERIENCED HANDS OPEN MINDS FRESH IDEAS

GAI is a 100% employee-owned firm, and every GAI employee works with a sense of ownership and pride in their work. This means our clients experience personalized service and a feeling of confidence that things will get done and get done right. Our clients know that no matter who they deal with, our employees will do their part to make every project a great success. And because we carefully match our staff credentials to meet our clients' needs, we build productive and effective relationships.

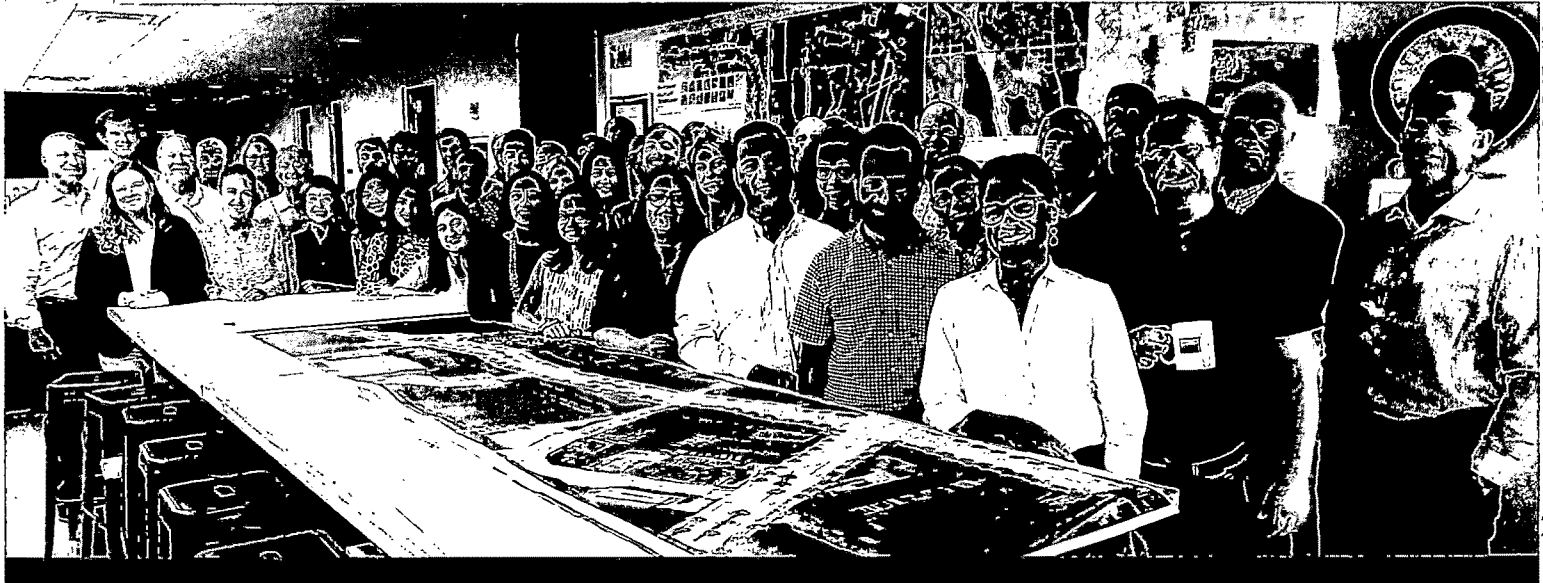
With 200+ Florida employees, we can provide a comprehensive level of service, while providing client service with quick response times to the City of Ocoee. GAI's Orlando office will serve as the primary location through which all professional services will be coordinated.

Joining our CSG team are the following firms:

- Rhodes+Brito - Architecture
- Andreyev Engineering - Geotechnical
- Luke Transportation Engineering Consultants - Transportation Planning

gai consultants

COMMUNITY SOLUTIONS GROUP



The CSG Orlando Team – A deep bench of talent for all the needs of the project over the duration of the contract.

Employees **Qualifications**

TEAM ORGANIZATIONAL CHART

SUBCONSULTANTS

Rhodes+Brito
Andreyev Engineering
Luke Transportation Engineering Consultants

ocoee

City of Ocoee

Pete Sechler, AICP, PLA	**Frank Bellomo,** PLA, ASLA	**Blake Drury,** AICP
Project Director	Landscape Director	Planning Director

COMMUNITY SOLUTIONS GROUP

PLANNING AND URBAN DESIGN
Pete Sechler, AICP, PLA
Blake Drury, AICP

COMPREHENSIVE PLANNING / LAND-USE
Andrew McCown, AICP
Patrick Panza, AICP

MASTER PLAN, STREETSCAPE, AND PARK DESIGN
Frank Bellomo, PLA, ASLA
Donald Wishart, PLA, ASLA
Andrew Sheppard, AICP, PLA
Ruth Perry, PLA
Kevin Aust, PLA, LEED AP
Andrea Penuela Useche

ENVIRONMENTAL GRAPHICS
Ana Oropeza Degwitz, SEGD

ECONOMICS
Laura Smith
Natalie Frazer

GAI CONSULTANTS - ENGINEERING, SURVEY, AND ENVIRONMENTAL SERVICES

CIVIL, ROADWAY, UTILITIES/STORMWATER
Christina M. Newcomb, PE
W. Scott Land, PE

SURVEY
Joseph K. Lek, PSM, PLS

ENVIRONMENTAL
DJ Silverberg, PWS, GTA

SUBCONSULTANTS

ARCHITECTURE
Max Brito, AIA

GEOTECHNICAL SERVICES
Raymond Jones, PE

TRANSPORTATION PLANNING
J. Anthony Luke, PE



Peter Sechler, PLA, AICP

Vice President and Director, Community Solutions Group

CONTRACT ROLE

Project Director

YEARS OF EXPERIENCE

30 Total; 6 with GAI/CSG

EDUCATION

MBA, Business Administration, 2018, Point Park University

BS, Landscape Architecture, 1990, Ohio State University

Continuing Education Certificates:

- Harvard Business School: Leadership Training for Executives
- Harvard Graduate School of Design: Experiential Placemaking

LICENSES + REGISTRATIONS

Professional Landscape Architect (PLA): FL – 1993, #LA0001465

CERTIFICATIONS

American Institute of Certified Planners (AICP), No. 023221

Council of Landscape Architectural Registration Boards (CLARB)

AFFILIATIONS

American Society of Landscape Architects

Florida Chapter American Planning Association

Florida Redevelopment Association (FRA)

Urban Land Institute

First United Methodist Church, Musician

Mr. Sechler is the Director of GAI's Community Solutions Group, focused on Planning, Urban Design, Landscape Architecture, and Economic Development for public, private, and institutional clients in the eastern United States. His focus has been to work inclusively, identifying community context and mission, understanding economic potential, and thereby positioning specific initiatives to support broader goals, enhanced livability, and sustainable success. Mr. Sechler has been involved in the following types of projects: citywide regional visioning; community redevelopment; transit-oriented urban development; main street and urban walkability projects; medical, educational, and office park campuses; urban public parks and trails; and neighborhood planning and enhancements.

HIGHLIGHTED EXPERIENCE

- **5th Avenue South Streetscape and Sugden Theatre Plaza Conceptual Design, Naples, Florida.** Project Director for conceptual landscape architectural design of the 6 feature blocks of the 5th Avenue Shopping District. The effort was designed to establish a streetscape design approach, materials palate and other design and dimensional criteria for a planned 'refresh' of this highly active shopping and dining district. The project also examined adjacent public spaces such as Sugden Plaza and support functions such as district parking and pedestrian access to the retail venue.
- **Warehouse Arts District/Deuces Live Joint Action Plan, St. Petersburg, Florida.** Principal and Senior Designer of a Strategic Action Plan for infrastructure investment and other economic/social initiatives for an emergent Arts and Industry area and adjacent historic African American Main Street within a designated CRA. The plan was recognized by SunCoast APA.
- **Downtown South Complete Streets Plan, Orlando, Florida.** Principal-in-Charge/ Senior Designer for a community-driven plan to make all the streets within the 500-acre Downtown South District more "complete" through enhanced design, engineering, and corridor development characteristics. Plans call for re-allocated lanes; enhanced pedestrian, bicycle, and streetscape amenities; urban form, art, and economic development strategies. Implementation is already underway with our team designing new artful crosswalks, branding signage, landscaping and southern extension of the Orlando Urban Trail.
- **Downtown CRA Plan, Maitland, Florida.** Principal in Charge of this master plan for the Downtown CRA area and the adjacent neighborhood and cultural assets. The plan guides future development and infrastructure investments guided by significant community input and economic forecasting to meet the needs of the City over the next 10 years.
- **Dr. Phillips Packing District, Orlando, Florida.** Principal-in-Charge of this initiative to master plan and adaptively redevelop over 80 acres of industrial property and buildings, along with an adjacent degraded wetland that will be repositioned as a featured 90-acre stormwater, environmental, and recreational park.
- **St. Petersburg Downtown Waterfront Master Plan (DWMP), St. Petersburg, Florida.** Director of Master Planning for 7 miles of downtown waterfront in St. Petersburg, Florida. The geography was stretched from the historic downtown on Tampa Bay, north to the Coffee Pot Bayou and south to Lassing Park. The DWMP addresses landside, parkways and waterside uses, form and design for the next 20 years. The plan was recognized by the FC/ASLA
- **St. Petersburg Innovation District Master Plan, St. Petersburg, Florida.** A set of facilitated workshops and strategic plan for an area with two hospitals, university, research, marine science, and entrepreneurial center. The plan was adopted, and the district was launched with governance and priority action frameworks as a result of the plan. The plan was recognized by the Florida Planning and Zoning Association (FPZA).
- **Wauwatosa Village Master Plan, Milwaukee, Wisconsin.** Principal-in-Charge and Senior Designer of more than 8,000 ft of streetscapes and public open space in the historic Wauwatosa Village fronting the Menominee River. The plan repositions streets and public open space in the historic Village to truly serve a "complete" set of community needs. Phases 1 and 2 of the planned improvements are now constructed, and the Village has seen substantial enhancement in local activity and over $350M in economic development. Recognized by WC/ASLA.



Frank Bellomo, PLA, ASLA

Vice President, Senior Director, Landscape Architecture

CONTRACT ROLE
Landscape Architecture Director

YEARS OF EXPERIENCE
40 Total; 30 with GAI/CSG

EDUCATION
BLA, Landscape Architecture, 1980, University of Florida

LICENSES + REGISTRATIONS
Professional Landscape Architect (PLA): FL – 1981, #LA0000732

AFFILIATIONS
American Society of Landscape Architects

Florida Recreation & Park Association, #15568

AWARDS
2018 Distinguished Alumni, University of Florida Department of Landscape Architecture

Honored by the American Society of Landscape Architects for Outstanding Service to the Profession

Cleveland Street Streetscape, Clearwater – Florida Redevelopment Association, Roy Kenzie Award, Best Capital Project

Cleveland Street Streetscape, Clearwater, Florida – American Public Works Association, Award of Excellence

Woodland Boulevard Streetscape, DeLand, Florida – American Society of Landscape Architects, Award of Merit

Mr. Bellomo serves as Vice President and Senior Director of Landscape Architecture Services for GAI's Community Solutions Group. Mr. Bellomo brings 40 years of experience on a diverse range of projects covering all aspects of landscape architectural design in both the public and private sectors. During the course of his career, he has been responsible for hundreds of site-sensitive landscape projects, including urban streetscapes and plazas, parks, trails, waterfronts, commercial and office complexes, residential communities, campuses and gardens, and hotels and resorts.

HIGHLIGHTED EXPERIENCE

- **Stormwater Park, Ocoee, Florida.** Principal-in-Charge. As described in the Downtown Master Plan completed by GAI, the stormwater park is a critical component in creating redevelopment opportunities within downtown. In addition, the economic benefits to the city, passive recreation and ultimately a connection to the waterfront at Starke Lake are an equally important part of the project. Working first with the overall concept outlined on the master plan, GAI developed an overall park site master plan, with collaboration between our landscape architects and engineers to appropriately size the pond itself to function as needed to open new development opportunities, while at the same time providing additional recreation downtown. This concept was further developed into a complete set of construction documents, ready for bidding and construction.
- **Goldsboro Trail and Coastline Park Trailhead, Sanford, Florida.** Principal-in-Charge. Master plan and construction drawings for the trail and trailhead located in the historic Goldsboro neighborhood. The trail runs along a railroad right-of-way and connects Goldsboro Elementary School to the south to Coastline Park on the north. The trailhead at Coastline Park includes a playground, basketball courts, drinking fountain, and shade pavilions with a small parking lot for access to the trail. This trail is significant as it is a critical link in the future trail system of the City of Sanford, Seminole County, and eventually to the Florida Coast-to-Coast Trail.
- **Cleveland Street Streetscape Phase I and II, Clearwater, Florida.** Principal-in-Charge/Project Manager. Resulting from the successful Streetscape Design Guidelines prepared for the Clearwater CRA, CSG completed construction drawings and provided construction observation services for the redevelopment of Cleveland Street, the primary retail and commercial corridor in Downtown Clearwater. The work included new utilities, drainage, roadway surface, sidewalks, lighting, banners, furnishings, landscaping, and irrigation. Of particular note is the inclusion of public art throughout the project—from the use of historic icons and materials, to the placement of 3-dimensional art pieces. This project was the recipient of the Roy Kenzie Florida Redevelopment Association Award for best public improvement in Florida for 2008.
- **Blackwood Avenue, Ocoee, Florida.** As a part of a Continuing Landscape Architectural Services agreement with the City of Ocoee, CSG was retained to provide streetscape design and contract documents for the Blackwood Avenue Streetscape, located from SR 50 to Old Winter Garden Road, adjacent to the west property line of Health Central Hospital. The $400,000 project included the addition of a gateway feature at SR 50, along with the design of the hardscape, landscape, and irrigation; as well as the selection and placement of roadway lighting fixtures. These decorative lights then became the required lighting standard for the City's CRA District. The success of the project became the impetus for the City to retain CSG to complete design plans for Blackwood Avenue north of SR 50.



Blake Drury, AICP

Director, Planning and Urban Design

CONTRACT ROLE

Planning Director

YEARS OF EXPERIENCE

23 Total; 6 with GAI/CSG

EDUCATION

MS, Planning, 1998, University of Tennessee, Knoxville, Tennessee

BA, History (Cum Laude), 1996, University of Florida, Gainesville, Florida

CERTIFICATIONS

American Institute of Certified Planners, #017026

AFFILIATIONS

American Planning Association

University of Central Florida, Adjunct Instructor (2007–2014)

Mr. Drury is an urban designer and city planner focused on creating livable communities. For the past 23 years, he has developed plans for public-sector clients in urban, suburban, and rural settings across North America—including initiation, conceptualization, and design of large-scale neighborhood redevelopment projects, downtown plans, and numerous transit station area planning programs. He also has extensive experience helping private-sector clients develop visions and principles to guide new communities, including master plans for many traditional neighborhood development design projects throughout the Southeast United States. Mr. Drury is frequently invited to speak at professional events throughout the region, and previously served as an Adjunct Instructor at the University of Central Florida for 7 years teaching urban design at the graduate and undergraduate levels.

HIGHLIGHTED EXPERIENCE

- **Downtown Leesburg Master Plan, Leesburg Florida.** Project Director. Comprehensive master plan for historic downtown in Central Florida focused on the development of special places, unique destinations, and delivery of great experiences.
- **Envision St. Cloud Citywide Master Plan, St. Cloud, Florida.** Project Director. Citywide master plan addressing systems such as roads, parks, and land uses, attracting employment and promoting job growth, enhancing overall community character, and establishing a vision for possible future annexations.
- **Regional Affordable Housing Initiative, Orange, Seminole, and Osceola Counties, Florida.** Project Planner. An initiative to address the housing needs and opportunities in Central Florida. Developed public report outlining framework of mission, goals, strategies, tools, and resources.
- **SR 429 Land Use + Economic Development Study, Cities of Ocoee and Winter Garden, Florida.** Project Manager. Areawide master plan that involved the creation of urban development visions for key sites to articulate opportunities, explore land use options, and ultimately promote the potential of the area. Plan promotes improved value, efficient delivery of services, and the ability to capitalize on the unique resources the two communities share.
- **Dr. Phillips Packing District, Orlando, Florida.** Project Urban Designer. Initiative to master plan and adaptively redevelop more than 80 acres of industrial property and buildings, along with an adjacent degraded wetland that will be repositioned as a featured 90-acre stormwater, environmental, and recreational park.
- **Tampa Heights Redevelopment Plan, Tampa, Florida.** Planner/Urban Designer. Visioning and master planning to guide private efforts for the redevelopment of nearly 40 acres of downtown Tampa into a vibrant urban neighborhood within an established CRA.
- **Downtown and Waterfront Master Plan, Clermont, Florida.** Lead Urban Designer. Master planning for downtown and lakefront focused on leveraging park amenities and repositioning downtown for increased redevelopment activity.
- **Charlotte Area Transit System (CATS) Transit Station Typology Guide, Charlotte, North Carolina.** Planner/Urban Designer. Created typological guide for City departments to locate and provide urban design and redevelopment strategies for the 58 transit stations proposed within the CATS Transit System Plan.
- **Transit Supportive Development Principles, Charlotte, North Carolina.** Planner/Urban Designer. Created new policy framework used to guide land use and infrastructure planning adopted by the City as part of its General Development Policies and informed the City's new Transit Supportive Development (TSD) zoning categories.
- **inVision Tampa Center City Plan, Tampa, Florida.** Project Manager. Created integrated master plan defining future of downtown through a focus on the waterfront, strengthened neighborhoods, and improved walking and transit environments. (2010–2013)
- **Maitland Downtown CRA Master Plan, Maitland, Florida.** Project Manager. Master planning for redevelopment and market repositioning of inner-ring suburban downtown. Plan outlines public realm improvements and guidance for infill redevelopment.
- **Florida Citrus Sports Campus Master Plan, Orlando, Florida.** Project Manager. Master plan for areas surrounding Camping World Stadium to align potential opportunities with community based public realm improvements building off of upgrades to Lake Lorna



Donald Wishart, PLA, ASLA

Director, Landscape Architecture

CONTRACT ROLE
Landscape Architect; Master Plan, Streetscape, and Park Desogn

YEARS OF EXPERIENCE
30 Total; 6 with GAI/CSG

EDUCATION
BLA, Landscape Architecture (with Honors), 1989, University of Florida

LICENSES/REGISTRATIONS
Professional Landscape Architect (PLA): FL – 1998, #LA0001626

AFFILIATIONS
American Society of Landscape Architects

Mr. Wishart is a Director and Senior Design Leader for GAI's Community Solutions Group, with more than 30 years of diverse landscape architecture experience. He focuses on creating innovative livable, sustainable places, and has worked on an extensive range of resort, recreational, residential, civic, and commercial projects located throughout the U.S. Mr. Wishart's experience includes master planning, sustainable site design, streetscape design, and detailed landscape architectural design and construction documentation—with expertise in creating and developing project vision and character and bringing that conception to the built form.

HIGHLIGHTED EXPERIENCE

- **5th Avenue South Streetscape and Sugden Theatre Plaza Conceptual Design, Naples, Florida.** Principal Design Leader. The components for the 5th Avenue Streetscape project included public involvement and the conceptual design of the 5th Avenue South streetscape and design alternatives for the Sugden Theater Plaza. The streetscape plans include conceptual design alternatives for prototypical areas of the existing streetscape and materials palette alternatives for the pedestrian portion of the streetscape along 5th Avenue South. The public involvement component included engagements with the Stakeholder Committee, the Business Improvement District Committee, the City of Naples staff, and the Community Redevelopment Area Advisory Board (CRAAB) as well as walking audits with City staff and the public.
- **South Main Street Complete Street, Gainesville Community Redevelopment Agency (CRA), Gainesville, Florida.** Principal Design Leader for this 6,000-ft project in the heart of the "Power District," which is a transitioning industrial and neighborhood corridor as well as part of the regional commuting pattern. This transformative community-driven plan includes lane reductions, protected bike lanes and dedicated trails, traffic-calming roundabouts, rain gardens, back-in angled parking, and enhanced pedestrian facilities within a contemporary urban streetscape design.
- **Packing District – Orange Blossom Trail and Princeton Street Road Diet, Dr. Phillips, Inc., Orlando, Florida.** Principal Design Leader. Prepared design and documentation for this 1-mile-long project that required close coordination with the City of Orlando and FDOT to transform an industrial road to a pedestrian and bicycle-friendly corridor. The project will include a dedicated cycle track, pedestrian plazas, and on-street parking to create a context for the transformation of the Packing District from an industrial site to a mixed-use urban environment that seamlessly integrates with the neighboring College Park neighborhood. The project included all stages of design from concept to construction documentation, and incorporated low-impact development strategies with the streetscape design.
- **Packing District Stormwater Park, Dr. Phillips, Inc., Orlando, Florida.** Principal Design Leader. Services included design and documentation for a 105-acre regional City of Orlando park adjacent to the College Park neighborhood. The park includes a 13.5-acre lake designed to treat runoff from the greater 202-acre Packing District.
- **Independence Lane, Maitland, Florida.** Senior Design Leader. As a capital improvement project resulting directly from the downtown master plan GAI completed in 2016, and joined with an adjacent mixed-use development agreement, the redevelopment of Independence Lane corridor between Horatio and Packwood Avenues is the first step in creating a vibrant, walkable downtown for Maitland. Designed as a flush street, the corridor serves as a shared-use space between Maitland City Hall, Maitland City Centre, and City Square Park.
- **Greenville Downtown Streetscape Design, City of Greenville, Greenville, South Carolina.** Project Manager and Principal Designer. This comprehensive streetscape project provided schematic design for 10 miles of downtown streets for the City of Greenville. The project team inventoried the existing conditions of the streets and designed a Streetscape Master Plan that developed into Schematic Design Drawings. Within this newly master planned streetscape framework, two new design elements will bring character and richness to the downtown: 1) a cultural trail that is being proposed to provide an urban multi-use trail to connect several downtown venues to their Main Street; and 2) a series of "Green Threads" that will "reconnect" residents to the environment and to the Reedy River that flows through downtown Greenville.



Andrew McCown, AICP

Senior Planning Manager

CONTRACT ROLE

Regulatory and Comprehensive Planning; Zone Code and Land Use Analysis

YEARS OF EXPERIENCE

17 Total; 7 with GAI/CSG

EDUCATION

MS, City and Regional Planning, 2005, Georgia Institute of Technology

BS, Chemical Engineering, 2003, Georgia Institute of Technology

CERTIFICATIONS

American Institute of Certified Planners, #024345

AFFILIATIONS

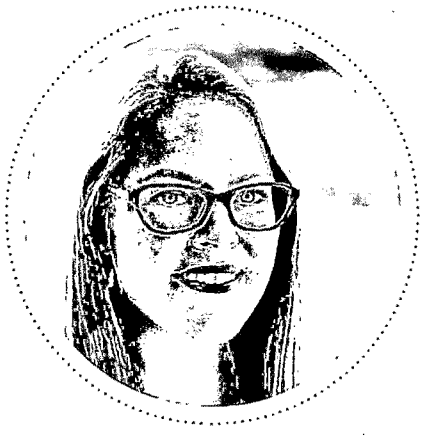
American Planning Association

Mr. McCown specializes in project management, policy writing, comprehensive planning and evaluation, neighborhood planning, campus planning, entitlement management, public involvement, and technical research. He has led and participated in a broad range of projects, including Comprehensive Plan Amendments and rezonings, Community and Citywide Vision Plans, Neighborhood Plans, hospital campus planning, community college system planning, and a number of large landholder entitlement strategy projects. With his engineering background and extensive knowledge of GIS applications he is able to effectively integrate a practical, technical approach into all areas of planning.

Mr. McCown is highly skilled at organizing and conducting public outreach efforts in support of planning efforts. His outreach activities have included coordinating and implementing charrettes, workshops, and public presentations, and conducting group exercises, leading breakout sessions, and coordinating live electronic polling.

HIGHLIGHTED EXPERIENCE

- **St. Petersburg Warehouse Arts District Industrial Redevelopment, Places Projects, St. Petersburg, Florida.** Project Manager and Planner for the creation of a redevelopment vision and entitlement strategy for key properties within the Warehouse Arts District (WADA). The strategy is focused on incorporating residential and commercial uses in a way that does not compromise the authentic artisan-industrial character, employment base, or viability of the WADA.
- **St. Petersburg Innovation District, St. Petersburg, Florida.** Project Manager for strategic urban design and master plan that depicts significant new institutional growth coordinated with support commercial services, research and business development, marine industrial, and residential between the neighborhoods near Roser Park and Downtown—all within a distinctly walkable "urban" form with livable, connected, multimodal streets and accessible open space.
- **Bartow Citywide Master Plan, City of Bartow, Bartow, Florida.** Project Manager and Planner for a citywide master plan for the City of Bartow, FL. The plan will focus on the key character areas and corridors of the City in the larger context of the City's unique growth constraints. The effort will include extensive public engagement, including virtual stakeholder meetings and charrettes.
- **St. Cloud Parks and Recreation Master Plan, St. Cloud, Florida.** Project Planner for the PRMP, which will be a road map for the future of the City's system.
- **Container Housing Projects, Crisis Housing Solutions, West Palm Beach, Florida.** Project Planner for entitlements related to several infill housing developments that will utilize repurposed shipping containers as a novel building material. Projects to date include a 50-unit, multi-family development and single-family site. All projects have required creative approaches to entitlements and code variances due to the challenges related to the building material of choice.
- **SR 429 Land Use + Economic Development Study, Cities of Ocoee and Winter Garden, Florida**. Project Planner for areawide master plan that involved the creation of urban development visions for key sites that can be used to articulate opportunities, explore land use options, and ultimately promote the potential of the area. The visions are supported by concepts for land use and circulation patterns intended to promote improved value, efficient delivery of services, and the ability to capitalize on the unique resources the two communities share.
- **Packing District Vision, Dr. Phillips Foundation, Orlando, Florida.** Project Manager for the GAI design and engineering team assisting Dr. Phillips, Inc., in exploring redevelopment and adaptive reuse scenarios for multiple industrial properties in Orlando totaling more than 80 acres. The project included an extensive due diligence phase, design concepts for parks, urban form, and transportation; and multiple visioning sessions hosted by GAI. The project also featured major potential acquisitions for park and stormwater partnering opportunities with the City of Orlando and parties.



Laura Smith

Assistant Financial Analyst Manager

CONTRACT ROLE

Market Studies / Economic Strategy

YEARS OF EXPERIENCE

13 Total; 6 with GAI/CSG

EDUCATION

MPA, Public Administration (Pi Alpha Alpha), 2008, University of South Florida

BA, Political Science, 2006, University of South Florida

CERTIFICATIONS

MURP, Urban and Regional Planning, 2015, University of Central Florida

AFFILIATIONS

Lake County Planning & Zoning Board

Ms. Smith conducts and oversees the research and analysis of market, economic, and demographic data; commercial, industrial, and multi-family performance indicators; census data; and employment statistics for various products of the firm. Ms. Smith served as a professional municipal planner for 6 years, expanding her expertise to include writing and updating land development codes, development plan reviews, comprehensive plan rewrites and updates, comprehensive plan Evaluation and Appraisal Reports (EAR), Community Redevelopment Agency (CRA) findings of necessity, and redevelopment plans. Ms. Smith is a graduate of University of South Florida, with an MPA in Public Administration and a BA in Political Science. She also earned her Master's Certificate in Urban and Regional Planning from the University of Central Florida. She currently serves on the Planning and Zoning Board of Lake County, Florida.

HIGHLIGHTED EXPERIENCE

- **Financial/Market Assessment, Orange Blossom Trail Development Board, Orlando, Florida.** Senior Analyst responsible for data collection and analysis. GAI's CSG estimated supportable levels of development for various land uses along the 8-mile segment of the Orange Blossom Trail (OBT) corridor, which is the focus of OBTNext.
- **Bartow City Master Plan, City of Bartow, Florida.** Senior Analyst in charge of examining future trends for the City and the adjacent region; conducting population, housing, and employment projections; identifying comparable area for benchmarking fiscal assessment modeling to determine opportunities and constraints of future growth; and supporting any additional master plan efforts for the City of Bartow.
- **SR 200/A1A Corridor Design Plan, Nassau County, Florida.** Senior Analyst in charge of data collection and analysis of potential development and/or redevelopment sites, identifying the competitive environment for appropriate uses at these sites, and preparing estimates of site development potential for the targeted uses along the entire SR 200/A1A corridor.
- **City of Tallahassee CRA, Tallahassee, Florida.** Senior Analyst responsible for data collection and analysis of supportable levels of development for various land uses within the Greater Frenchtown/Southside and Downtown District CRA.
- **New Smyrna Beach Coastal Community Resiliency Program, New Smyrna Beach, Florida.** Financial Analyst. GAI's CSG team led City staff and Commission in defining and developing a year-long 2018 program of facilitated community conversations regarding community sustainability across a range of targeted issues, such as environmental, economic, and equity topics. Ms. Smith also assisted with facilitating some of the key sessions, which were heavily attended by the community.
- **Lakefront Economic Opportunities Evaluation, City of St. Cloud, Florida.** Senior Analyst responsible for data collection and analysis of relevant industry segments, scale of markets, potential and probable opportunities, and general operating requirements of the proposed conference venue and hotel at the destination area on East Lake Tohopekaliga in St. Cloud.
- **LaVilla Neighborhood Development Strategy, City of Jacksonville, Florida.** Senior Analyst responsible for data collection and analysis relevant to the LaVilla neighborhood and the market forces pertinent to the basic development strategy anticipated for the neighborhood. Data collected included real estate trends, development opportunities, identification of potential anchor uses, strategy for public asset acquisition/disposition, and identification of potential funding gaps.
- **Atlanta Parks and Recreation Master Plan. Assistant Project Manager.** CSG is leading a comprehensive team to provide a 2020 update to the City of Atlanta Parks and Recreation Master Plan. The plan, branded Activate Atlanta, assesses and inventories all community facilities, and includes extensive public engagement (online, social and in person) to develop a prioritized, attainable, economically supportable vision for parks and recreation facilities in Atlanta. The plan will build upon the strategic objectives of Mayor Keisha Lance Bottoms to provide a more livable, inclusive, accessible, and sustainable Atlanta for all residents and business owners.
- **Jacksonville Opportunity Zone Prospectus, JAXUSA Partnership, Jacksonville, Florida.** Senior Analyst in charge of data collection, market analysis, special area strategic



Christina Newcomb, PE

Senior Engineering Manager

CONTRACT ROLE

Civil Engineer of Record

YEARS OF EXPERIENCE

21 Total; 1 with GAI

EDUCATION

BSCE, Civil Engineering, 1999, University of South Florida

Civil Engineering, 1995–1997, University of Alaska Fairbanks

Russia Studies, 1992–1993, Defense Language Institute

LICENSES/REGISTRATIONS

Professional Engineer: FL – 2005, #62962

CERTIFICATIONS

American Traffic Safety Services Association (ATSSA) Florida Advanced Work Zone Traffic Control (Exp. 11/3/2021)

SKILLS

Civil Engineering

Transportation Engineering and Design

Permitting

Civil3D Modeling + Production

MicroStation

Project Management

AFFILIATIONS

Society of Military Engineers (SAME)

Ms. Newcomb is a Civil Project Manager and Engineer-of-Record (EOR) for GAI's Transportation group with experience in the design of transportation facilities, traffic control, and pavement design. She has public works experience in flood control, waterfront, and large earthwork projects, such as ports, levees, highways, and military installations.

HIGHLIGHTED EXPERIENCE

- **Cleveland Street Streetscape Phase 3 – Construction Plan Documentation, City of Clearwater, Clearwater, Florida.** Senior Project Engineer responsible for civil/site and roadway design, and plans preparation. Cleveland Street is currently being renovated and is in its third phase, which starts from the intersection of South Missouri Avenue, traverses east transitioning into Gulf to Bay Boulevard, and ends at the intersection of Court Street. This phase also includes an approximate 500-ft portion of Cleveland Street east of Gulf to Bay. Roadway renovations include the reduction of travel lanes, expansion of pedestrian sidewalks, the addition of a cycle track, and the realignment of the intersection at Cleveland Street at Gulf to Bay. Having provided streetscape, landscaping, and irrigation plans for previous phases, GAI is now providing engineering design to finish the project as Engineer-of-Record. (7/2019–Present)
- **Ridgewood Park Neighborhood Roadway Renovations, City of Tampa, Florida.** EOR responsible for the preparation of construction plans incorporating limits of pavement renovations, realignment and reconstruction of seven intersections including the design and of a new roundabout, proposing pavement sections, existing and proposing spot elevations, detailed sidewalk ramps meeting ADA requirements, stormwater structures (if any) with associated proposed storm piping, striping and signage, quantities, and preliminary cost estimates. (7/2019–Present)
- **T3A Master Stormwater Infrastructure – North Boulevard Redevelopment, Related, West River Development Group, LLC, Tampa, Florida.** Senior Project Engineer responsible for the design and preparation of construction plans for the master stormwater trunkline needed to support the development of T3A (parcel designation within the North Boulevard Redevelopment Master Plan). GAI is providing design and permitting for the stormwater trunk line required to serve the development of T3A. (8/2019–Present)
- **Dr. Phillips Packing District, Orlando, Florida.** Project Engineer. Orlando's new Packing District is a $480 million, planned, 200-acre, mixed-used development that will include townhouses, apartments, a grocery store, shops, and a multiuse park. GAI is providing design, permitting, and construction phase services for a new regional park and master stormwater system, utility infrastructure improvements, and new and improved roadways, including the design of a roundabout to accommodate the anticipated increase traffic.
- **Florida's Turnpike Widening from Atlantic Avenue to Boynton Beach Boulevard, Florida's Turnpike Enterprise, Palm Beach County, Florida.** Project Engineer for the widening of this 5-mile section of Florida's Turnpike Mainline from six to eight lanes. The two additional lanes are express lanes that will use variable tolling to manage congestion and assure quality level of service. This project requires extensive involvement with both FGT and the Lake Worth Drainage District, which have major facilities bordering the corridor. The project also includes rework of the Boynton Beach Boulevard interchange and conversion of the existing toll system to all-electronic tolling.
- **Cedar Hammock Flood Control Improvements, USACE Jacksonville District, Bradenton, Florida.** Engineer/Engineering Intern responsible for the geotechnical/civil engineering and plan/specification preparation for widening and improving 3.3 miles of flood control channels, the majority of which are trapezoidal earth channels. The project, which also includes 4,000 ft of wall channel and 3 pedestrian bridges, begins at the mouth of Ware's Creek and extends through downtown Bradenton and other developed areas. (Previous Experience 2003–2007)
- **North Highland Avenue Drainage Improvements, Pinellas County, Florida.** Project Manager/Engineer-of-Record responsible for the preparation of design plans, project coordination, and engineering supervision. The project included an evaluation of flooding conditions on Highland Avenue from Morrow Road to Riverside Ridge Road. (Previous Experience 2/2014–6/2015)



Andrew Sheppard, ASLA, PLA, LEED® AP

Planning and Urban Design Manager

Mr. Sheppard has 20 years of experience in visioning, design development, and implementation for master planned communities, resort and tourism planning, urban design, livable transportation, employment centers, and campus planning for public, private, and federal clients. He is focused on creating livable communities and has experience working at all scales of development on a broad range of residential, commercial, and institutional projects throughout the world. He has developed an understanding that place is defined by careful attention to character, scale, authenticity, and appreciation of context. Mr. Sheppard is known for his ability to listen to clients—translating their ideas into compelling plans—and crafting achievable implementation strategies to bring their vision to reality. His project involvement includes mixed-use communities, redevelopment within downtown areas, transit-oriented development, walkability, and complete street studies as well as Vision and Design Implementation Books.

EDUCATION: BS, Landscape Architecture, 2000, Ball State University **LICENSES/REGISTRATIONS:** Professional Landscape Architect (PLA): FL – 2004, #LA6666767 **CERTIFICATIONS:** Leadership in Energy and Environmental Design Accredited Professional (LEED AP), 2008, #0010235636

Kevin Aust, PLA, LEED AP

Landscape Architecture



Mr. Aust is a Senior Manager, specializing in landscape architecture. With more than 16 years of experience in the profession, he has been involved in all aspects of the planning, design, and construction of meaningful built environments throughout Central Florida and the southeast. His experience includes project management, public involvement, program development, visioning, site planning, design development, construction document preparation, pre-construction consulting, and construction administration. With a background rooted in nature and outdoor play, a broad range of professional experiences, and a resolute focus on the healthcare industry, restorative landscapes, and sustainable applications, Mr. Aust is drawn to socially and environmentally sensitive civic-oriented projects that create rich public environments.

EDUCATION: BS, Landscape Architecture, 2002, Purdue University **LICENSES/REGISTRATIONS:** Professional Landscape Architect (PLA): FL – 2006, #LA6666838; Leadership in Energy and Environmental Design Accredited Professional (LEED AP) **CERTIFICATIONS/TRAINING:** Certificate in Healthcare Garden Design, Chicago Botanic Garden, Chicago, 2012



Ruth Perry, PLA

Landscape Architecture

Ms. Perry is responsible for the management, design, and production of a variety of project types. She is personally active in overseeing public and commercial projects throughout Florida.

Her attention to detail and strong communication skills have earned her a reputation as an effective and efficient Project Manager. She has the innate ability to keep projects on track, which has earned her the confidence of clients and peers alike. Ms. Perry regularly manages projects of great complexity, including those with large subconsultant teams, keeping these projects on schedule and budget. Her expertise in the profession ranges from small-scale private gardens to large-scale resorts, residential communities, parks, streetscapes, educational facilities, and design guidelines.

EDUCATION: BLA, Landscape Architecture, 1988, University of Florida **LICENSES/REGISTRATIONS:** Professional Landscape Architect (PLA): FL – 1995, #LA0001530; Council of Landscape Architecture Registration Board (CLARB)



W. Scott Land, PE

Civil Engineering; Stormwater Design

With more than 30 years of experience as a senior-level Professional Civil Engineer, Mr. Land specializes in project management and planning for residential, industrial, and commercial development. He is a versatile leader with diversified management expertise supervising personnel, conducting design reviews, establishing schedules, and maintaining budgets. Mr. Land's experience includes effective management of civil site development, site hydrology and drainage, underground utilities, roadway systems design, grading, erosion control management, and permitting. Results-driven, Mr. Land has served municipalities with the highest level of excellence, approachability, ethics, and project deadline timeliness. He is a proven construction management services leader with extensive experience in complex projects and environments requiring creativity, open mindedness, and detail orientation; as well as a team builder and professional mentor with communication expertise facilitating strong individual performance and top-caliber teams for overall company profitability.

EDUCATION: BS, Civil Engineering, 1988, Clemson, South Carolina; **LICENSES/REGISTRATIONS:** Professional Engineer (PE): FL – 1993, #47077

Joseph Lek, PSM, PLS

Survey Manager; Surveying



Mr. Lek specializes in surveying and mapping. He has extensive experience working on high-value and complex projects, and performs all types of surveys: as-builts, aerial, American Land Title Association (ALTA), boundary, bridge, condominiums, construction, Department of Environmental Protection (DEP), GPS, legal, lot, right-of-way (ROW), route, subdivision, tree, topographic, utility, volume, and wetland. Mr. Lek is an experienced surveyor and is thoroughly familiar with the standards and procedures for providing surveys in Florida.

EDUCATION: BS, Survey and Mapping, 1994, University of Florida, College of Engineering; **LICENSES/REGISTRATIONS:** Professional Surveyor and Mapper (PSM): FL – 2000, #LS6016; Professional Land Surveyor (PLS): OH – 2012, #PS.8580; SC – 2013, #31202



DJ Silverberg, PWS, GTA

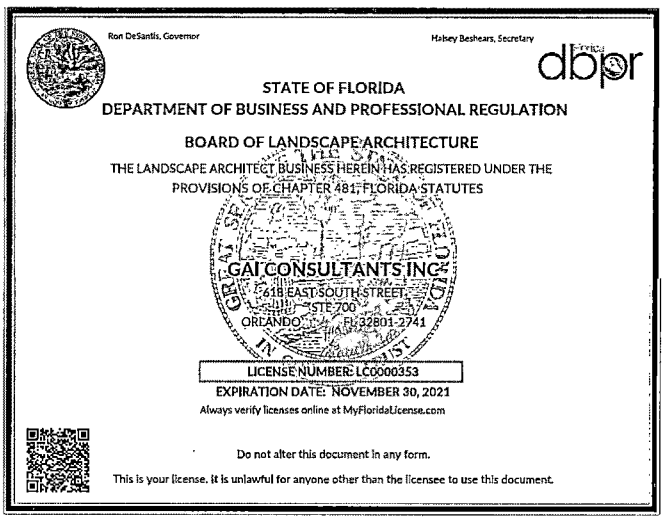
Environmental Manager; Ecological Studies

Mr. Silverberg, a Professional Wetland Scientist since 1995, has been conducting ecological consulting studies since 1987. He has conducted preliminary land use assessments, wetland delineations, and listed species evaluations for more than 600 sites throughout Florida, and wetland jurisdictional delineations for local, state, and federal regulatory programs. Permit applications for all levels of the USACE Permit Program, FDEP, and various Florida Water Management District Environmental Resource Permit (ERP) programs. Mr. Silverberg specializes in client and regulatory agency interaction, technical writing, wetland delineation, plant identification, and project management.

EDUCATION: MS, Biological Sciences (Ecology), 1988, Florida Institute of Technology; BS, Biological Sciences (Marine), 1985, Florida Institute of Technology **LICENSES/REGISTRATIONS:** Professional Wetland Scientist (PWS): #000272, Environmental Professionals of Florida, Registered Environmental Professional (REP): #239, Authorized Gopher Tortoise Agent, Florida Fish and Wildlife Conservation Commission, #GTA 09-00004-F, March 2009

Firm's and Employee's **Certifications**

GAI – Landscape Architecture



Ron DeSantis, Governor — Halsey Beshears, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

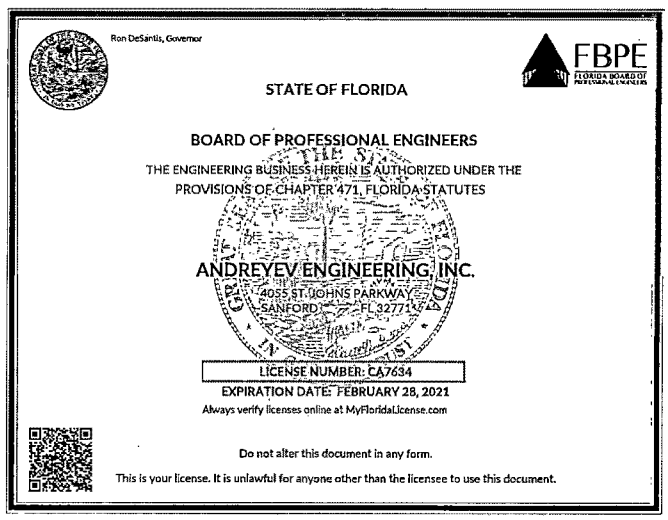
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Ron DeSantis, Governor — FBPE

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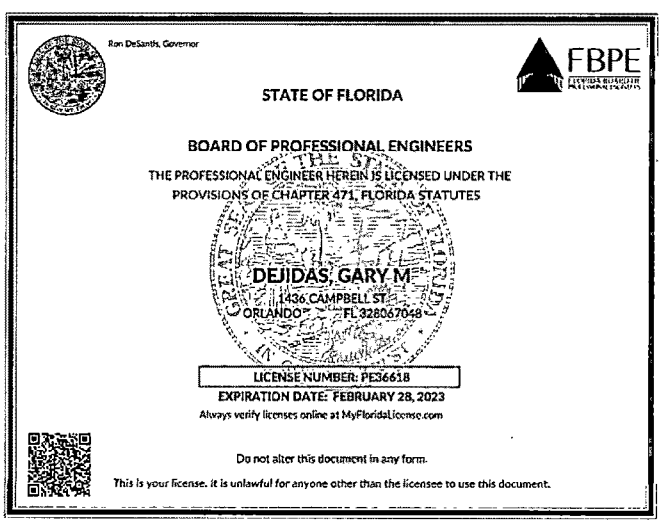
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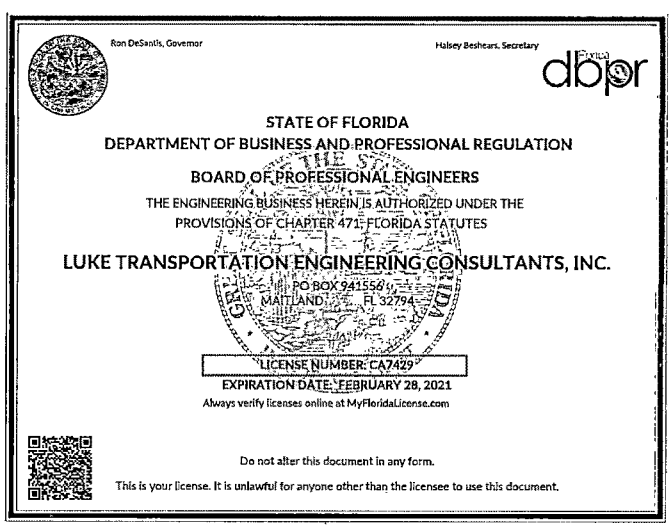
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Luke Transportation Engineering



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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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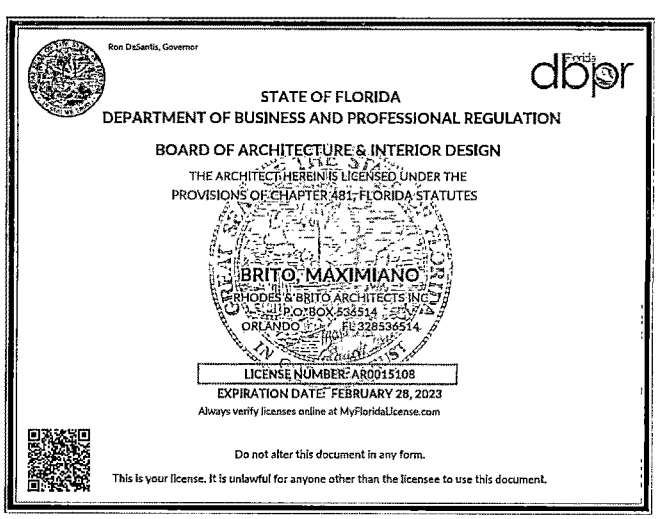
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Ron DeSantis, Governor — dbpr

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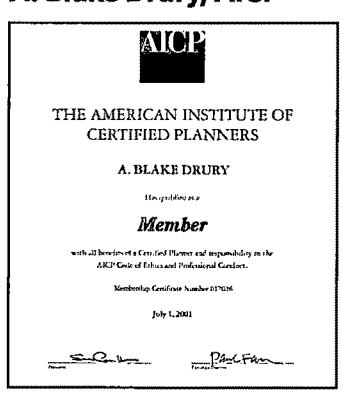
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A. Blake Drury, AICP



AICP

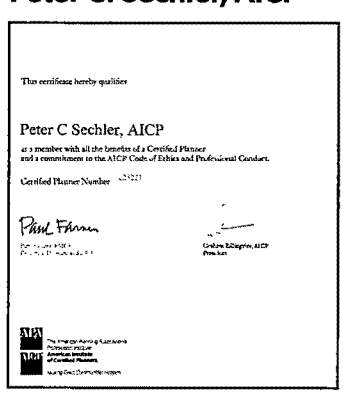
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A. BLAKE DRURY

Member

July 1, 2001

Peter C. Sechler, AICP



This certificate hereby qualifies

Peter C Sechler, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number

Our **Expert Consultants**

rhodes + brito ARCHITECTS

Rhodes+Brito Architects, Inc. was established in downtown Orlando in 1996 by Ruffin Rhodes, AIA, LEED®AP, BD+C, and Maximiano Brito, AIA. Having worked for many years in project management and lead design roles for large international practices, the duo founded our company based on their shared ambition to build a people-focused architecture studio that delivers quality projects through quality service.

Shortly after the formation of our company, Byron Lastrapes, AIA, NCARB joined our team. In recognition of his ability to lead design and management efforts on complex projects, he was promptly promoted to Principal. This was followed by Adel Shalaby, AIA, LEED AP BD+C, PMP, who in 2017 also earned the designation. Today, it is these four outstanding members of the Central Florida design community, who form the core leadership at Rhodes+Brito.

Our leadership team shares the belief that architecture is about more than just a process — it's about Building Better Communities. A cornerstone of our design and business philosophy since the formation of our firm approximately 25 years ago. To us architecture is more than just a profession, it's about living one's best life. It's about establishing great relationships with our clients, consultants, and peers. It's about maintaining considerate communication and focused collaboration. It's about creating spaces that successfully respond to a projects' program to form pleasing functional environments within schedule and budget. It's about finding solutions.

As part of this philosophy, since the inception of our company, we have often indicated that we provide "hands-on" service to clients. More than a simple catchphrase, this term refers to the promise of principal-level involvement on each of our contracts. What this means to clients is that a senior staff member is always available to directly respond to questions and efficiently address perceived issues. It is this business model that has earned us our outstanding reputation for responsiveness.

Today Rhodes+Brito has a staff of approximately 50. In 2018 we expanded to two offices, a corporate office in Orlando, and a branch in Cape Canaveral, Florida. Our company culture remains very much the same as when we were founded, and staff often describe our design studio as a professional, family-focused, working environment. Our team provides a wide range of services (including architecture, space planning, interior design, master planning, site analysis, programming, facility assessments, BIM, and feasibility studies) to clients in the education, government, aviation, and commercial sectors. To date, we have been involved with an estimated $600 million or over 1.3 million square feet of new, renovation and remodels in Florida.

In 2016, the firm was named "Firm of the Year" by the Orlando Chapter of the American Institute of Architects (AIA), one of the most prestigious and influential professional organizations in the United States. In 2019 Max Brito, AIA, was recipient of the Orlando AIA, "Nils Schweizer Community Award".



Max Brito, AIA

Principal/Director of Design - Rhodes+Brito Architects

Max is one of the founding Partners of Rhodes+Brito Architects. His primary focus as the Design Director is to ensure excellence in design delivery on every project. As someone who enjoys working directly with clients, he functions as a "hands-on" Designer and Project Manager on many of our largest and complex projects. His portfolio of 35+ years includes extensive design experience in the delivery of large-scale aviation, mixed-use developments, and education projects.

Highly respected in the Central Florida community, Max serves on the Board of Directors for several charitable organizations.

Andreyev Engineering, Inc.

Andreyev Engineering, Inc. (AEI) was founded in 1993, by Nicolas E. Andreyev, P.E. and is a professional consulting engineering firm offering a wide range of Geotechnical, Hydrogeological, Environmental and Materials Testing services. Our capability in this highly specialized field of practice results from extensive hands-on local experience. With offices in Sanford, St. Petersburg, Clermont and The Villages, we specialize in providing practical solutions to complex technical issues involving soil and groundwater. AEI has more than 10 years of proven experience in providing these types of services.

AEI currently has a total staff of thirty (30) professional and technical personnel. Collectively, AEI has eleven registered professionals (eight professional engineers and three professional geologists) who have over 100 years of combined professional engineering and geological experience throughout Florida. Hundreds of successfully completed projects throughout Florida, Southeast USA and overseas attest to our skills and abilities and we have provided these unique services to a wide range of clients.

With respect to insurance and certification, AEI maintains a professional liability insurance policy with coverage for one million dollars, coverage for workers compensation and a one million dollar umbrella policy for automobile coverage.

AEI is currently under contract with local government entities providing geotechnical, environmental and construction materials testing/inspection services. Included in the governmental experience portfolio are the City of Ocala, (5 years), the City of Sanford (4 years), the City of Leesburg (3 years), Lake County Public Works (3 years) and the Volusia County School Board (4 years). Further, AEI is prequalified by the Florida Department of Transportation (FDOT) in Work Groups 9.1, 9.2, 9.3, 9.4, and 10.3. Our professional staff has provided services for numerous governmental and private projects throughout the State of Florida.

AEI has a full-service soils and materials laboratory and in-house drilling capability, with equipment suitable for any project terrain.

AEI was founded on the basic principal of providing superior services for each project, with an emphasis on quality, schedule and budget. We have established a proven track record of providing cost effective solutions to difficult projects. We can effectively complete small projects ($500 to $5,000), as well as large regional projects ($100,000 to $1,000,000). We have the personnel, the capability and the necessary experience.



Raymond Jones, PE

Vice President, Andreyev Engineering, Inc.

Mr. Jones is currently a Vice President of Andreyev Engineering Inc., where his duties include overall office, project, and staff management, client development, client relations and all aspects of project engineering. Mr. Jones has successfully managed numerous geotechnical and hydrogeologic studies throughout the state of Florida in the areas of groundwater analysis, water supply planning and design, consumptive use permitting, materials testing and geotechnical engineering.

Typical hydrogeologic projects include water balance analyses for spring flows, wetland water levels, lake and river levels, groundwater flow modeling of regional water supply systems, lake-wetland interaction systems, stormwater capture and reuse, horizontal wells, and numerous other surface water and groundwater interaction systems.

Typical geotechnical projects include a wide variety of residential, commercial, industrial, roadway, landfill and mining projects in both the public and private sectors. Ray has worked on low to high rise structures involving a variety of foundation types, wastewater and water treatment plants, large tower and tank structures, bridges, large-scale developments, pipelines, multi-lane roads using various pavement section materials, landfills, and lined and un-lined ponds.

luke transportation engineering consultants

Luke Transportation Engineering Consultants, Inc. (LTEC), was established in 1997 to provide transportation engineering and planning services to both public and private clients throughout Florida. LTEC has effectively served clients through addressing transportation issues and challenges associated with balancing Florida's unique growth management policies and its economic development potential. LTEC possesses versatile capabilities, having produced long-range transportation planning studies, solutions to complex traffic operational problems, and evaluations of regional transportation systems. LTEC is a minority owned business that has established a solid reputation as a specialized consulting resource throughout Central Florida.

LTEC is made up of uniquely-qualified personnel. J. Anthony Luke, P.E. is the founder of the firm and has over thirty-four years of experience in Florida. Joseph T. Roviaro, AICP has over thirty-eight years of transportation planning experience in Florida. In addition, both George A. Eljabbour and Paul H. Rhoads, AICP each have more than thirty-three years of consulting experience in Florida.

J. Anthony Luke, PE

President, Luke Transportation Engineering Consultants

J. Anthony Luke, a native of Florida, has over thirty-five years of experience in transportation engineering and planning. Mr. Luke's experience has been accumulated as Director of Transportation Planning at Transportation Consulting Group and President of Luke Transportation Engineering Consultants.

His accomplishments include the development and applications of the first PC travel forecast models used in the Orlando Metropolitan Area. He also underwent formal training. Projects have involved the application of analysis procedures from the Highway Capacity Manual, Synchro, and other traffic operation analysis techniques.

Mr. Luke serves in the capacity as project manager on many of his projects, contributing to and overseeing production of studies and tasks, and provides strategic consulting advice to LTEC's clients.

Mr. Luke has experience in several disciplines: transportation modeling, traffic operations studies, and long-range transportation planning analysis. His experience encompasses a wide range of traffic operations studies and planning studies, includes signal-retiming projects, signal warrant studies, design traffic studies for roadways and interchanges, access management analysis, transportation master planning, and multimodal transportation systems studies. In addition, he has managed the production of over 25 DRI applications.

Continuing **Professional Services**

We have long standing continuing service agreements with many local governments in Florida. Although our list is extensive, we pride ourselves on our client-centric focus, the individualized attention we give our clients, which results in long-standing relationships. The City of Ocoee can be assured that we know how to be your partner for years and deliver excellence!

- City of Casselberry Professional Services Agreement Park Planning and Design Projects
- City of Clermont Master Services Agreement
- City of Gainesville WSPP
- City of Lake Alfred, Design and Planning Administration Services
- City of Lakeland, Continuing Contract for Planning, Design or Development Services
- City of Maitland Continuing Landscape Architecture Professional Services
- City of Mount Dora Professional Consultant Services Agreement Parks and Recreation
- City of New Smyrna Beach Agreement for Professional Planning Consulting Services
- City of Ocoee Planning and Landscape Architecture Services
- City of Orlando Continuing Professional Consulting Agreement Landscape Architecture and Planning Design
- City of Ormond Beach Parks and Recreation Services
- City of Palm Coast - Landscape Architectural and Park Design Services
- City of Sanford On Call Services
- City of Sebastian Continuing Professional Planning and Landscape Architect Consulting Services
- City of St. Cloud General Services (Planning and Landscape Architectural Services)
- Seminole County Master Agreement for Landscape Architectural Services
- Pasco County On-going Professional Architectural, Engineering and Related Services for Improvements to Parks and Recreation Facilities (sub to Coastal Design)
- Polk County Professional Engineering Services for Parks and Natural Resources
- St Lucie County Master Services for Land Use Planning, Transportation Planning, Economics, Urban Design, Landscape Architecture
- Orange Blossom Trail Development Board - Master Services Agreement for Professional Services
- University of Central Florida Landscape Architecture Continuing Services Contract

Client **References**

City of Leesburg, Florida

Al Minner, City Manager
501 West Meadow Street
PO Box 490630
Leesburg, Florida 34749
352.728.9786 x1100
al.minner@leesburgflorida.gov

City of Zephyrhills, Florida

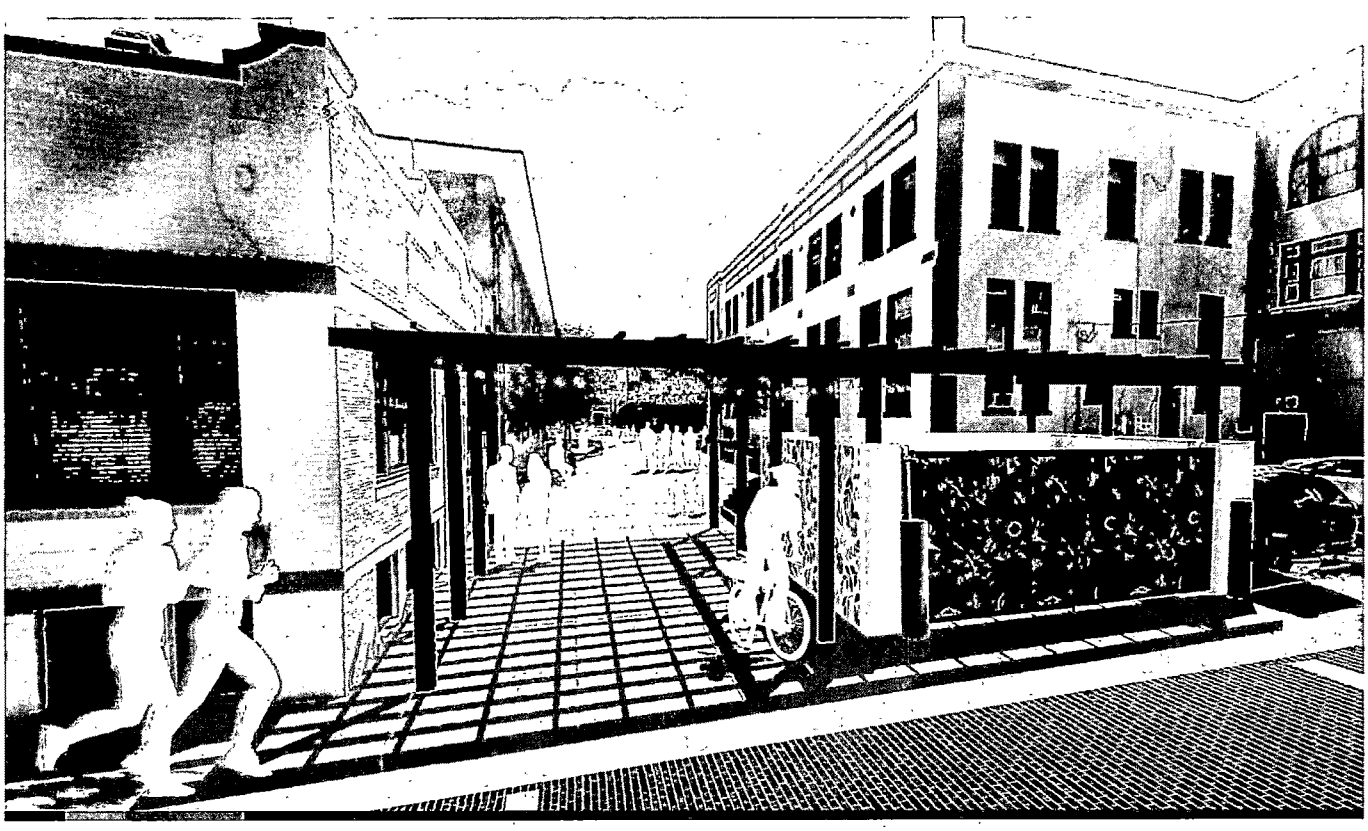
Gail Hamilton, CRA Director
38537 5th Avenue
Zephyrhills, Florida 33542
813.780.0202

City of Sanford, Florida

Robert Beall, Operations Manager
Parks and Recreation
300 North Park Avenue
Sanford, Florida 32771
407.688.5000 ext. 5423
Robert.beall@sanfordfl.gov

City of St. Cloud, Florida

Andre Anderson, AICP
Planning & Zoning Director
1300 9th St
St. Cloud, FL 34769
407.957.8428
andre.anderson@stcloud.org



Project Profile

Client:
Various Florida Communities

Counties Included:
Alachua County
Altamonte Springs
Bradenton
Cape Coral
Casselberry
Cedar Grove
Charlotte County
Clermont
Cocoa
Cocoa Beach
Colliers County
Crescent City
Crystal River
Dade County
Dania Beach
Daytona Beach
DeLand
Deltona
Destin
Eatonville
Fernandina Beach
Fort Lauderdale
Fort Myers
Gainesville
Gulf Breeze
Haines City
Holly Hill
Inverness
Kissimmee
Lakeland
Largo
Lee County
Maitland
Marion County
Miami
Naples
New Port Richey
Plant City
Polk County
Ocoee
Oldsmar
Orange Blossom Trail
Orlando
Osceola County
Palm Bay
Palmetto
Panama City
Panama City Beach
Parker
Pensacola
Pinellas County
Port Orange
Sanford
Sarasota
Sebring
Seminole County
South Daytona Beach
St. Pete Beach
Stuart
Tallahassee
Volusia County
West Palm Beach
Winter Park

COMMUNITY REDEVELOPMENT AGENCY CLIENTS

Various Counties | Florida

CSG has provided services to numerous Community Redevelopment Agencies (CRA) throughout the state of Florida—helping them update existing plans or modify to expand their CRA areas. While ensuring compliance with F.S. Chapter 163(III), our professionals have supported many local redevelopment agencies engaged in strategic planning, revitalization, or economic development efforts. To date, has been involved in the planning efforts of more CRAs in Florida than any other firm.

Tasks associated with these efforts include, but are not limited to:

- Reviewing original documents for consistency with legislation
- Documenting and preparing Findings of Necessity studies
- Updating the financial information and capital costs
- Providing TIF projections
- Making presentations at workshops and public hearings
- Developing management and implementation programs
- Developing incentive policies leveraging assets
- Ensuring compliance with F.S. Chapter 163(III)



Project Profile

SOLDIERS CREEK PARK

Seminole County | Longwood, Florida

Client:
Seminole County

Project Team:
- GAI Consultants' Community Solutions Group (subconsultant)

Services:
- Landscape Architecture + Design
  - Parks, Trails + Public Realm

Completion Date:
2017

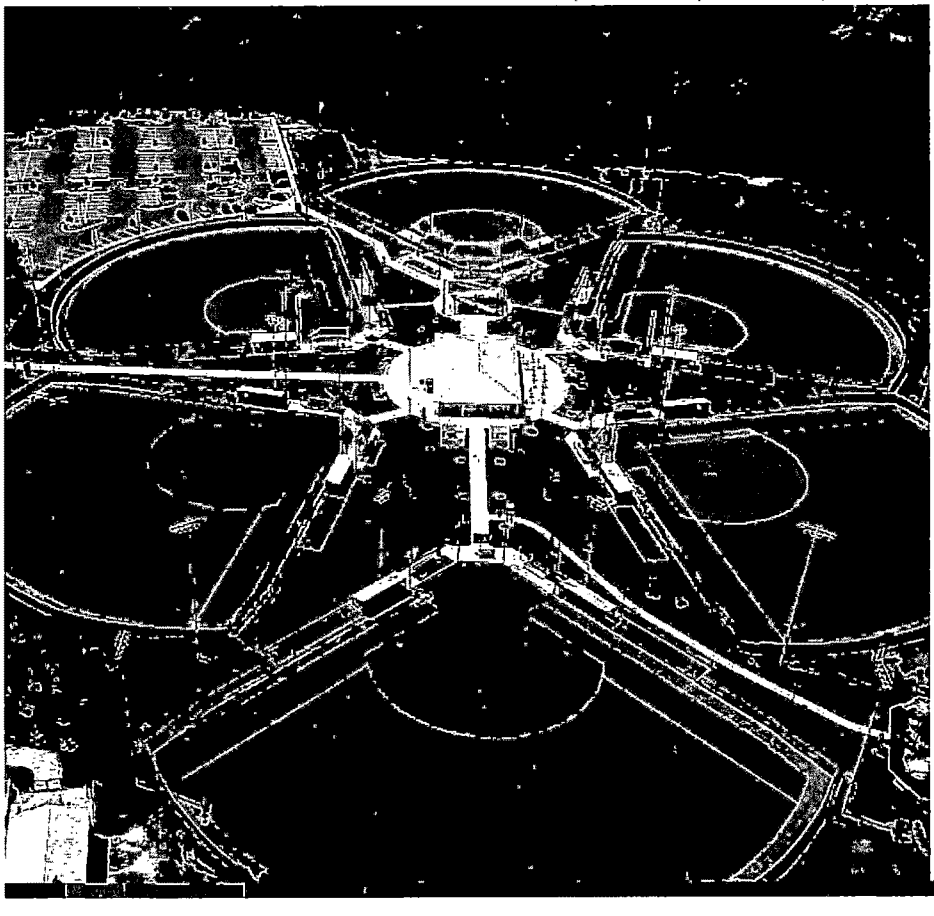
Construction Cost:
$6.5 million (GMP delivery)

GAI's Community Solutions Group (CSG), a subconsultant to HKS Architects, Inc., provided sport facility services for a state-of-the-art, $6.5 million softball complex. CSG performed services for site analysis, master plan, design development construction documents, and construction observation phases.

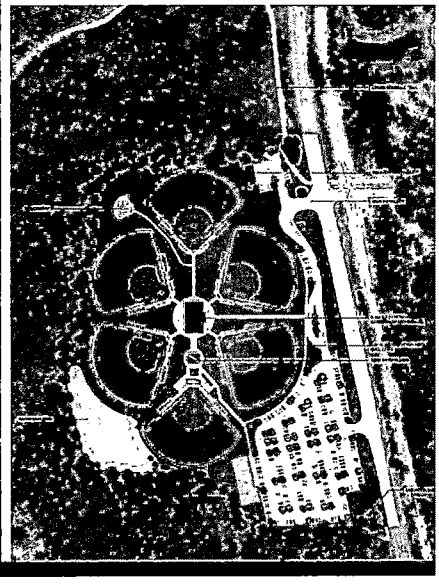
More specifically, the design, construction documents, and specifications for the redevelopment project included:

- Softball field layout plans, enlargements and details
- Fencing and backstop/netting plans and details
- Hardscape plans and details, including walks, walls, steps, ramps, etc.
- Playground and play surface area layout and details
- Shelters
- Site furnishings plan and inventory
- Sports equipment inventory
- Batting cages
- Landscape plans and details
- Irrigation plans
- Project technical specifications

Intended as an economic driver in South Seminole County, the complex has drawn several significant tournaments since its opening in 2017.







Project Profile

CITYWIDE PARK SYSTEM DESIGN GUIDELINES

Alacua County | Gainesville, FL

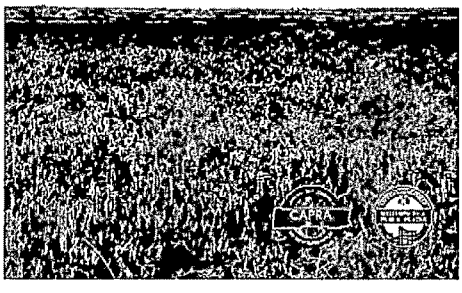
Client:
City of Gainesville

Project Team:
Francisco Bellomo, Kristin Caborn,

Services:
- Landscape Architecture
- Land Planning

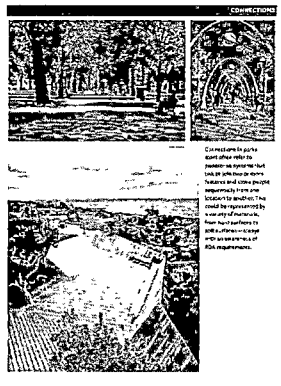
Completion Date:
2019

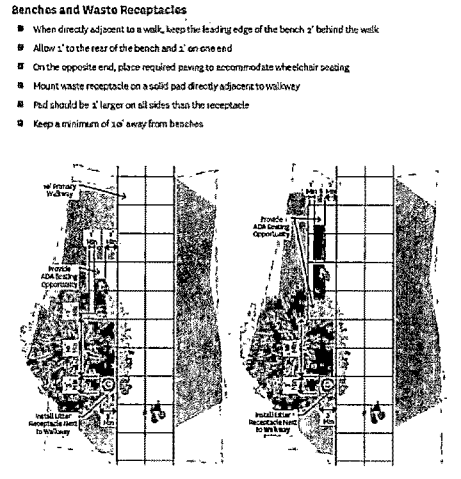
As a part of their Wild Spaces Public Places (WSPP) referendum, used to fund park improvements throughout the city, Gainesville retained CSG to create a document that would guide the design of park renovations and new park development. The document describes the current state of Gainesville's parks, including extensive natural conservation lands as well as a variety of nature-based and active parks. With this understanding of current conditions, the guidelines document outlines best practices for the design of elements within each park, specifies detailed requirements for the layout of park furnishings and features, and concludes with specific requirements for the use of hardscapes, furnishings, lighting and plant material by designers who may retained for park design under the WSPP program.

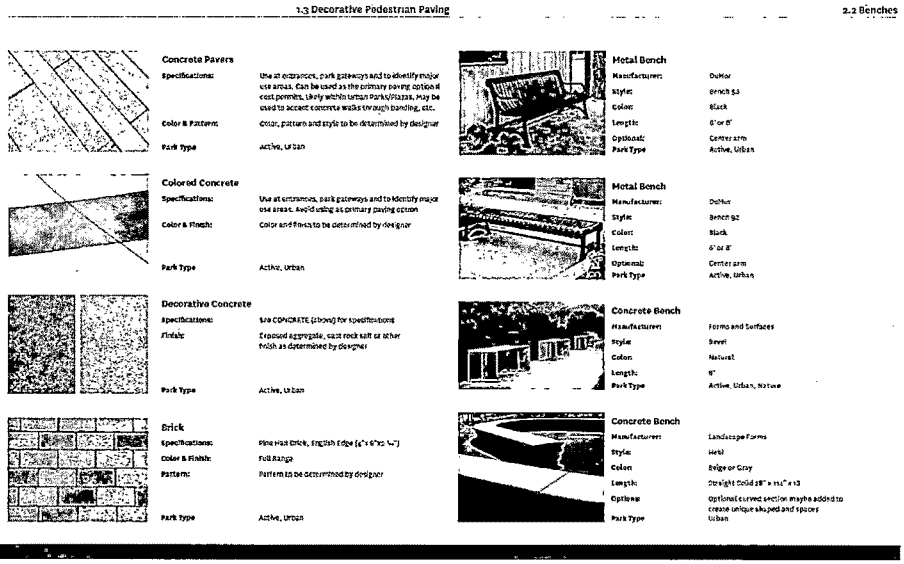












Project Profile

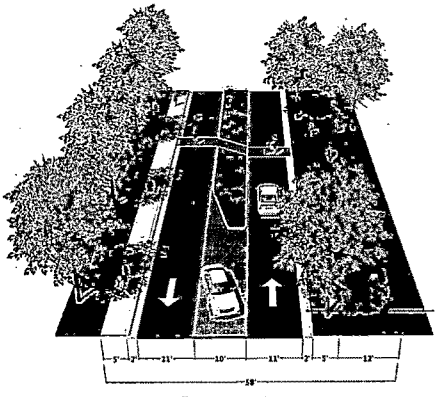
DENNING DRIVE ROAD DIET CONCEPT PLANS

Orange County | Winter Park, Florida

Client:
City of Winter Park
Kyle Dudgeon, Project Manager
(407) 599-3217

Services:
- Landscape Architecture + Design
  - Parks, Trails + Public Realm
  - Urban Streets + Livable Corridors

Completion Date:
2016



Proposed

GAI's Community Solutions Group (CSG) was tasked by the City of Winter Park, Florida, to develop several streetscape concepts for a 1-mile segment of Denning Drive, featuring a transformative "lane reduction." The vision required that the number of lanes on Denning Drive be reduced from four (two in each direction) to three (one in each direction with a center turn lane). The City also desired the incorporation of dedicated bike facilities as part of the streetscape design.

CSG designers faced many challenges tackling the proposed road diet. Denning Drive has numerous driveway cuts, making left turns difficult to accommodate in a consistent section. It is also a major bus route, so the design had to feature turnouts for the bus stops. Also, there is less than 60 feet of right-of-way over most of its length. Finally, the City's limited construction budget meant that the curb on only one side of the road could be moved to achieve the road diet.

CSG developed several typical sections for potential road diet scenarios that were considered by the City. After picking the desired typical section, CSG developed a plan for the entire Denning corridor. The final design featured a three-lane section, a center turn lane/planted median, a multi-use trail on the east side for bikes and pedestrians, intersection and crosswalk improvements, mid-block crossings, and street trees. This design achieved all of the City's multimodal goals, while solving the multiple constraints presented by the existing road conditions.

Today, the City of Winter Park is working on implementing the design in the 2018–2019 calendar year.





Project Profile

Owner:
City of Savannah

Services:
- Economics + Strategy
  - Development Positioning + Strategy
  - Market + Financial Analysis

Completion Date:
2017 (Study)

SAVANNAH INTERNATIONAL TRADE AND CONVENTION CENTER

Chatham County | Savannah, Georgia

GAI's Community Solutions Group was retained to evaluate various building options at the Savannah International Trade and Convention Center, located across the river from the historic downtown. An initial study had concluded that certain obstacles, such as limited room supply and inadequate air service, needed to be addressed before an actual building program was implemented. A subsequent study that reflected the needs of key users was completed about 24 months later, which incorporated a newly planned hotel adjacent the center and recommended an expansion of approximately 150,000 sf.

GAI's CSG performed a market and financial analysis for these studies, which considered activity in the existing Savannah Convention Center; as well as a trade mart, arena, and other meeting spaces in Savannah. The analysis tested multiple locations for the new arena, including a site elsewhere in downtown Savannah and next to the existing convention center. The analysis also demonstrated impact on area hotel occupancy stemming from the completion of one or both facilities.

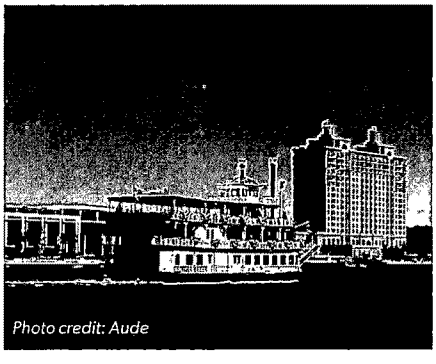


Photo credit: Aude



Photo credit: Kenlund

gaiconsultants.com/communitysolutions

Project Profile

MOUNT DORA PARKS AND RECREATION MASTER PLAN

Lake County | Mount Dora, Florida

Client:
City of Mount Dora

Services:
- Urban Design + Planning
  - Parks System Planning + Bike/Pedestrian Systems

Completion Date:
March 2019

GAI's Community Solutions Group (CSG) developed a parks and recreation master plan that is a road map for the future of the City of Mount Dora's Parks and Recreation System.

Tasks included a complete inventory of the existing park and recreation infrastructure, a comprehensive public input program, and provided a final vision and master plan for the next 10 years. The inventory was completed using GIS technology that became a live inventory of facilities and amenities that the City can access and update at any time. This greatly increased their efficiency at addressing items that needed immediate attention. This process also allows for much more accurate capital planning, level of service analysis, and mapping.

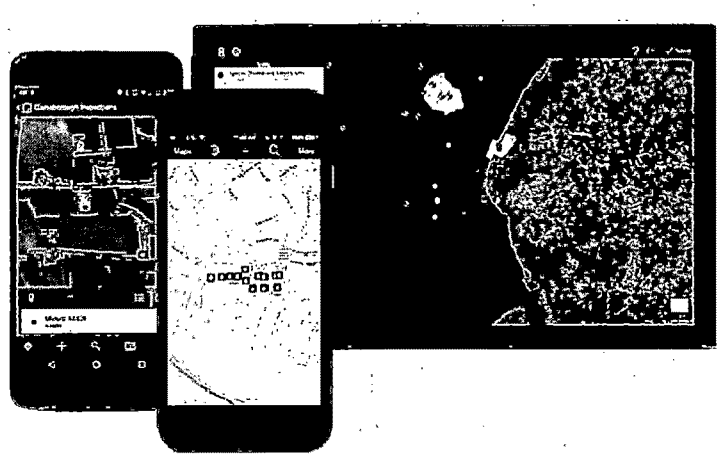
To receive the best amount of input from a diverse representation of the City's residents, CSG developed an on-line survey that received more than 1,400 responses. We also had numerous focus groups and face-to-face, interactive public meetings throughout the process. This empowered the public to be active participants, as well as see the results of their input through all stages of the planning process. The final master plan, adopted in March 2019, provided the City an implementable parks and recreation master plan that includes a thorough capital improvement plan based priorities of the residents of Mount Dora, as well as existing conditions, growth, and projected growth of the City.





Contents | Preview | Description

Name	Type
Building_pnt	File Geodatabase Feature Class
Connectivity_ln	File Geodatabase Feature Class
Connectivity_pnt	File Geodatabase Feature Class
CourtsFields_pnt	File Geodatabase Feature Class
Features_pnt	File Geodatabase Feature Class
Lighting_pnt	File Geodatabase Feature Class
ParkBoundary_ar	File Geodatabase Feature Class
Signage_pnt	File Geodatabase Feature Class
Building_pnt__ATTACHREL	File Geodatabase Relationship Class
Connectivity_ln__ATTACHREL	File Geodatabase Relationship Class
Connectivity_pnt__ATTACHREL	File Geodatabase Relationship Class
CourtsFields_pnt__ATTACHREL	File Geodatabase Relationship Class
Features_pnt__ATTACHREL	File Geodatabase Relationship Class
Lighting_pnt__ATTACHREL	File Geodatabase Relationship Class
Signage_pnt__ATTACHREL	File Geodatabase Relationship Class
Building_pnt__ATTACH	File Geodatabase Table
Connectivity_ln__ATTACH	File Geodatabase Table
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Features_pnt__ATTACH	File Geodatabase Table
Lighting_pnt__ATTACH	File Geodatabase Table
Signage_pnt__ATTACH	File Geodatabase Table



gaiconsultants.com/communitysolutions

Project Profile

INDEPENDENCE LANE STREETSCAPE

Orange County | Maitland, Florida

Client:
City of Maitland
Charles Rudd, CRA Director
(407) 539-1255

Project Team:
GAI Consultants, Inc.

CPH, Inc.

Crawford Irrigation

Walker Lamm Joint Venture

Completion Date:
2018, on schedule

Construction Cost:
$1.2 million, bid on budget

Services:
- Landscape Architecture + Design
  - Urban Streets + Livable Corridors
  - Urban Buildings + Special Places
  - Green Infrastructure + Environmental Design
- Urban Design + Planning
- Land Development
  - Civil/Site Engineering

The Independence Lane corridor between Horatio and Packwood Avenues is set to be the starting point for a genuine downtown Maitland. GAI/Community Solutions Group completed the Maitland Downtown Master Plan in 2016, and this initial downtown investment is one of the highest priority capital improvement projects as identified by the community. The first 600-ft block of this new "main street" has been constructed, in conjunction with an adjacent mixed-use development. Additional blocks are in the planning and design stages to extend the experience and economic development opportunity.

Our team designed Independence Lane as a shared-use space between Maitland City Hall, Maitland City Centre, and Independence Square Park—making this area an important center for community and social activity in Maitland. Other features include green design stormwater features, overhead festival lighting, event power, structural soils, and the introduction of special hardscape and landscape details, which will be carried into the planned Independence Square Park.



gaiconsultants.com/communitysolutions

Project Profile

WAUWATOSA VILLAGE STREETSCAPES AND PARKS

Milwaukee County | Wauwatosa, Wisconsin

Client:
City of Wauwatosa

Project Team:

GAI Consultants' Community Solutions Group

Martinsek and Associates (Community Outreach)

Ken Saiki Design (Local Landscape Architect)

Wisconsin Bike Fed (Bicycle Planning Specialist)

Completion Date:
2017-2019

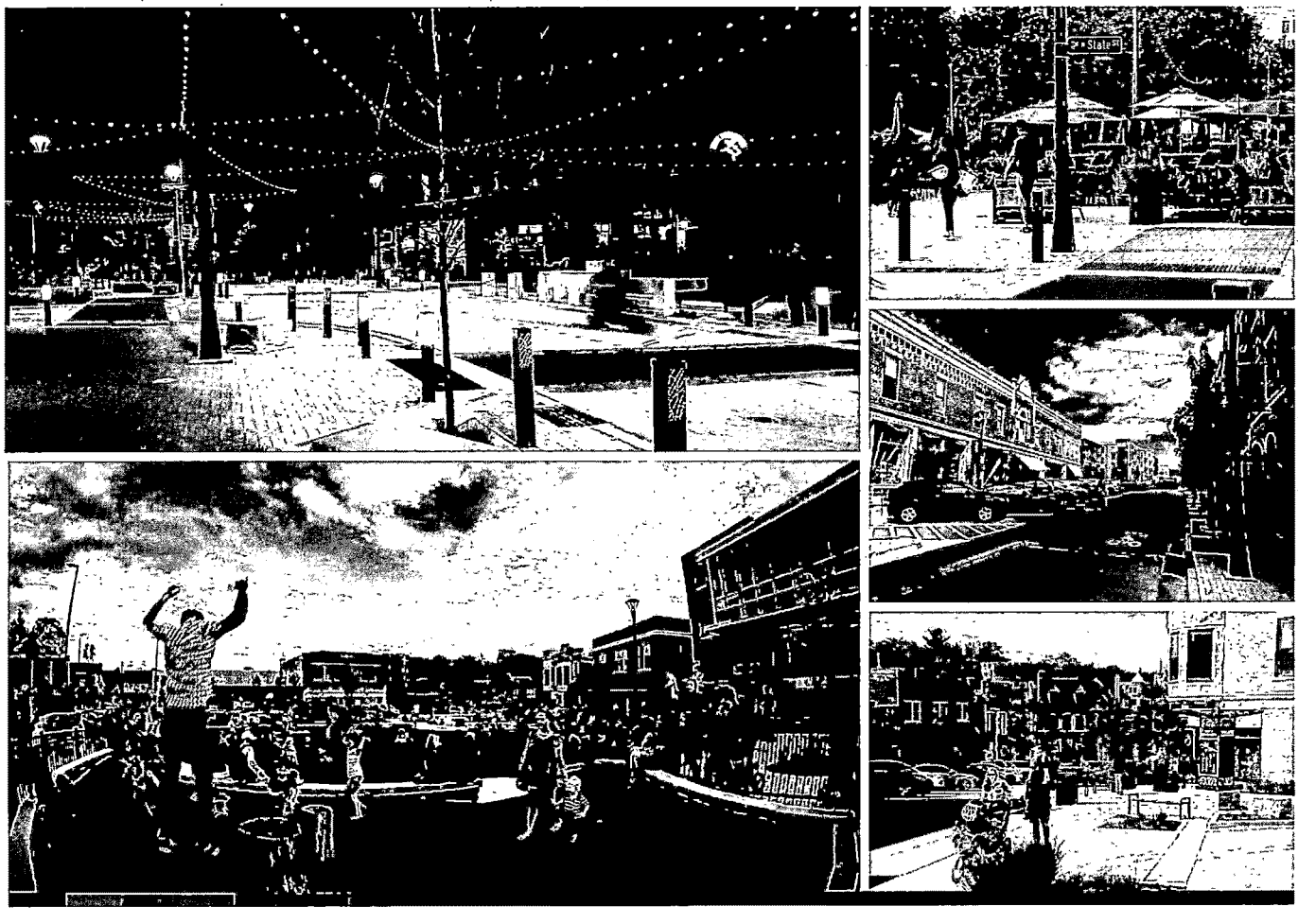
Construction Cost:
$12 million (total);
$8 million (Phase 1),
on budget

Awards:
WASLA | Wisconsin Chapter ASLA, 2020' Design Award

Services:

- Landscape Architecture + Design
  - Parks, Trails + Public Realm
  - Urban Streets + Livable Corridors
- Urban Design + Planning
  - Community Development
  - Redevelopment Planning + Urban Design

GAI's Community Solutions Group led the 2015 visioning of a previously stalled 2014 effort to redesign several streets and intersections in the historic Wauwatosa Village. The new effort, led by Pete Sechler, has been a resounding success, with broad support for a complete redesign of park space, 6 "gateway intersections," and more than 10,000 linear feet of streetscape. This is remarkable not only because of the prior community conflict, but also because the new solutions represent many progressive ideas, such as road realignment and "diets", low-impact rain gardens, shared space street designs, parklets, integrated cycle trails, and reverse-angle parking on the two primary shopping streets. GAI led the design effort through Design Development and provided review services during construction documentation, which was completed by our local partners. Phases 1 and 2 are now constructed with more than 8000 linear feet of streetscapes and 2 pocket parks. Phase 3 improvements are scheduled. This is a Wisconsin Chapter of the American Society of Landscape Architecture (ASLA) award winning project.



gaiconsultants.com/communitysolutions

Project Profile

I-DRIVE DISTRICT SIGNAGE + WAYFINDING

Orange County | Orlando, Florida

Client:
Orange County

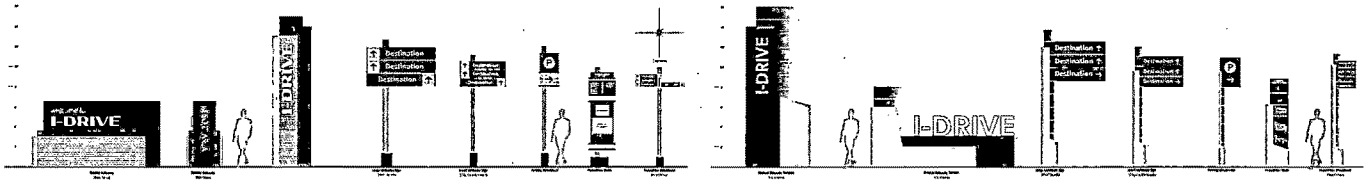
Project Team:
GAI Consultants/Community Solutions Group (Prime)

Services:
- Exterior Wayfinding
- Vehicular Wayfinding
- Pedestrian Wayfinding
- Mapping Design

Completion Date:
Ongoing

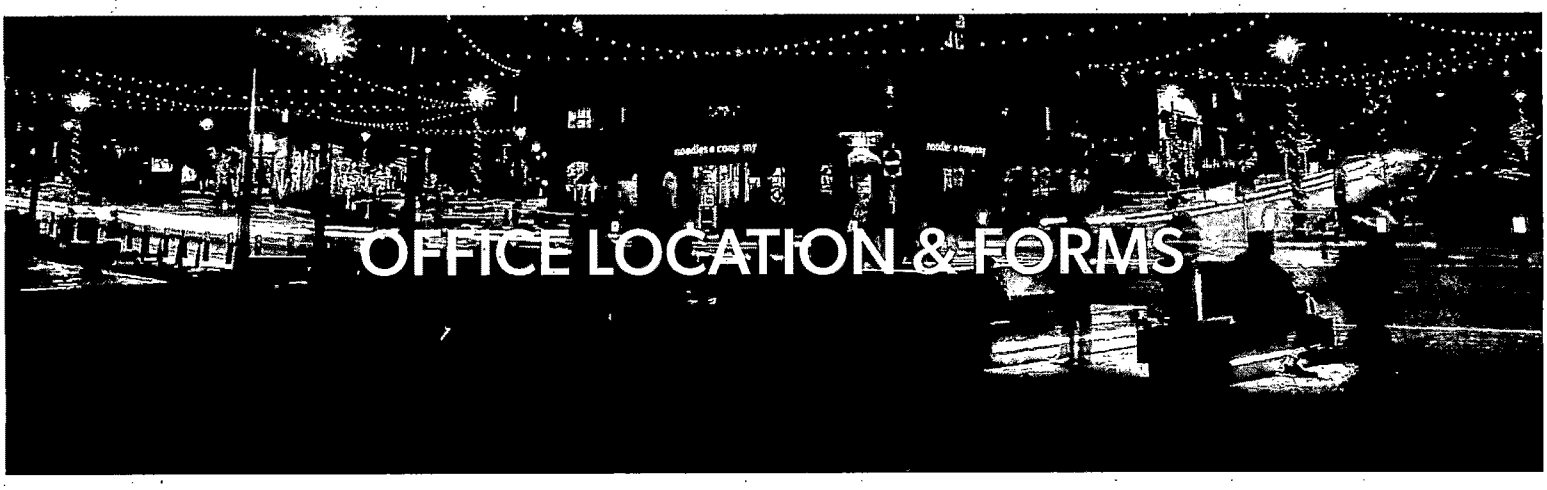
GAI's Community Solutions Group (CSG) has been retained to help Orange County create a sense of place and establish a brand for the I-Drive District through its Wayfinding. Consistent with the efforts of the I-Drive 2040 Vision, the I-Drive Signage and Wayfinding Master Plan is intended to unify the various districts within the tourist corridor. The Plan's focus is to provide public signage and wayfinding and integrated Landscape Architectural treatments, these gateway areas will carry a consistent message and will establish a general image and design vocabulary once implemented.

Schematic level design has been enthusiastically received by Orange County and we are currently coordinating with the County and FDOT to have a design workshop and finalize the design selection.



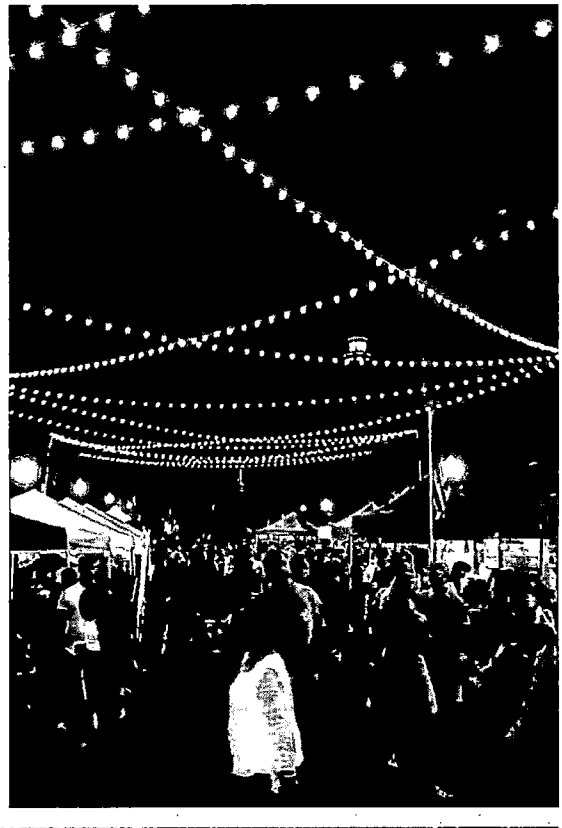


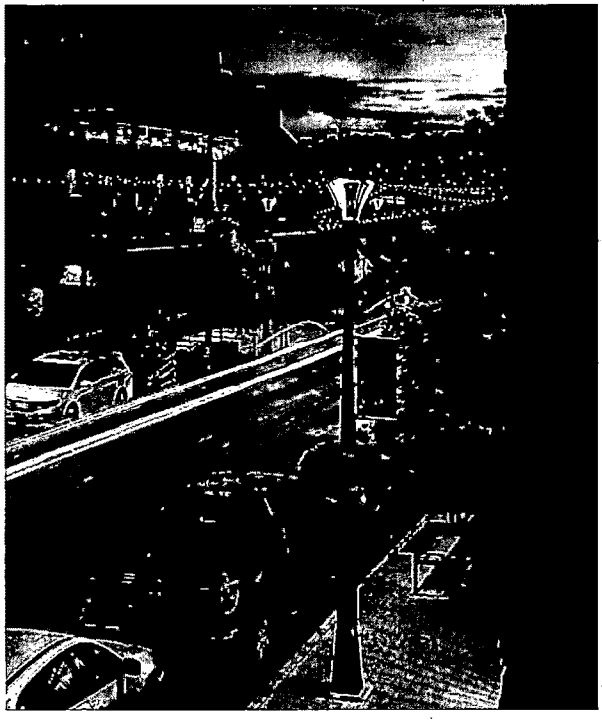
gaiconsultants.com/communitysolutions



OFFICE LOCATION & FORMS

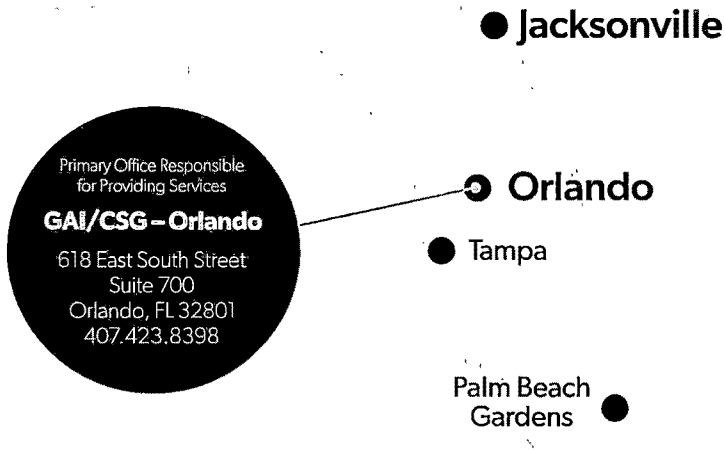








Office **Locations**



Map Shows GAI/CSG Florida Office Locations

GAI Consultants | Community Solutions Group
618 E. South Street, Suite 700
Orlando, Florida 32801
22 min / 12.7 Miles

Luke Transportation Engineering Consultants, Inc.
29 East Pine Street
Orlando, FL 32801
23 min / 13.1 Miles

Rhodes + Brito Architect
605 E Robinson St #750
Orlando, FL 32801
22 min / 12.8 Miles

Andreyev Engineering
1170 West Minneola Avenue
Clermont, Florida 34711
25 min / 16.4 Miles

ocoee
florida

RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

✓ 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:

G-A-I consultants, Inc.
Firm Name

Signature

Frank Bellomo, PLA, Vice President
Name and Title (Print or Type)

5.7.2021
Date

SUMMARY OF LITIGATION:

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

None

(Attach additional sheets if necessary)

Receipt of any addenda issued,

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

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

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-006

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

G-A-I Consultants, Inc.
COMPANY NAME

407.423.8398
TELEPHONE (INCLUDE AREA CODE)
407.843.1070
FAX (INCLUDE AREA CODE)
F.Bellomo@gaiconsultants.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

Frank Bellomo, Vice President
NAME/TITLE (PLEASE PRINT)

618 E. South Street, Suite 700
STREET ADDRESS

Orlando, FL 32801
CITY STATE ZIP

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

FEDERAL ID # 25-1260999

____Individual _✓_Corporation ____Partnership ____Other (Specify)_____

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 7 day of May, 2021.

Personally Known_____ or

Produced Identification ✓

Florida Driver's License
(Type of Identification)

Notary Public - State of Florida
County of Orange

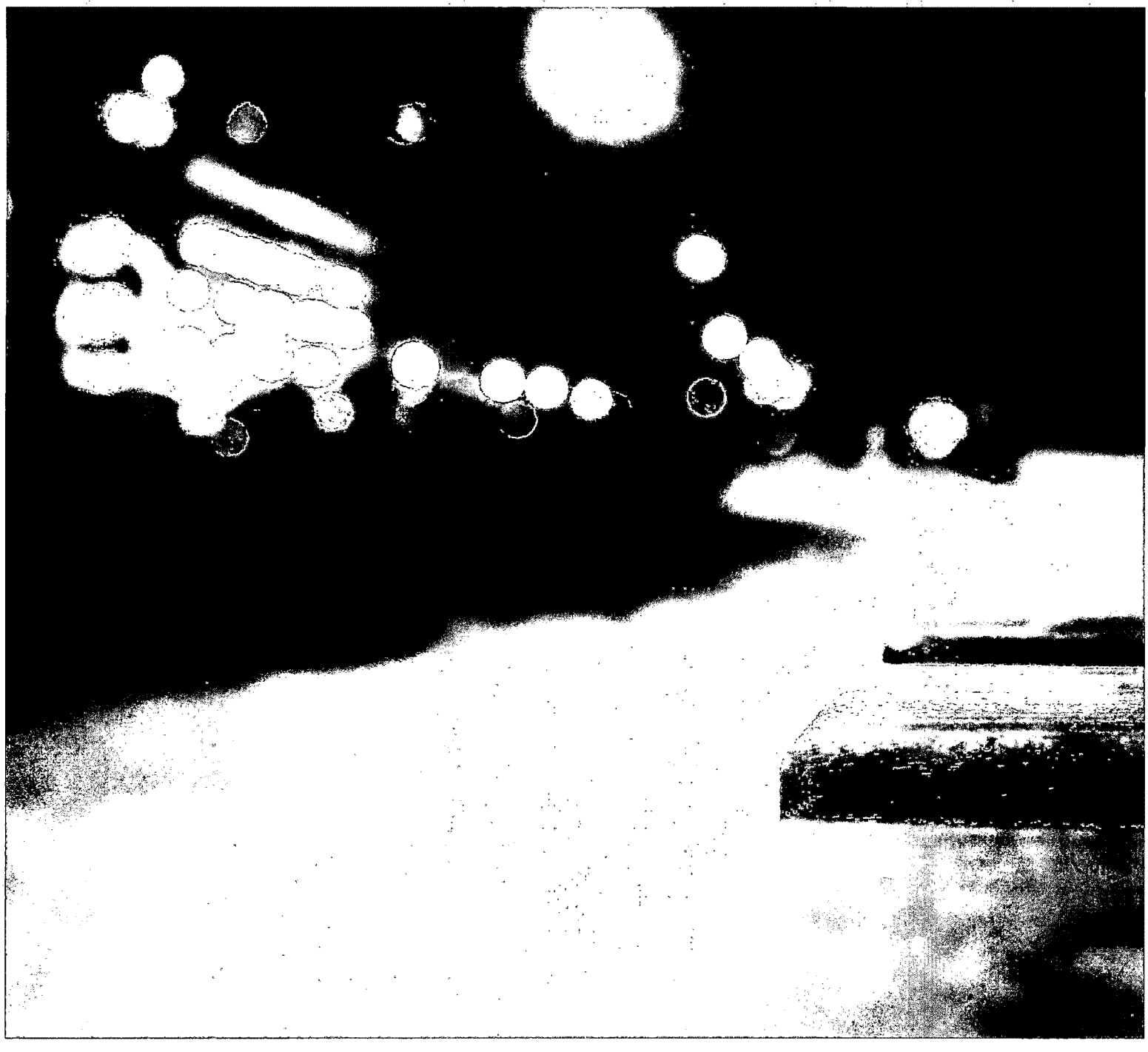
Sarah Ramlochan
Signature of Notary Public

SARAH RAMLOCHAN
Printed, typed or stamped
Commissioned name of Notary Public

SARAH RAMLOCHAN
MY COMMISSION # GG 219514
EXPIRES: September 12, 2022
Bonded Thru Notary Public Underwriters

M/WBE Certification for the Firm. Attach State of Florida or County M/WBE Certification for the Firm. Partial points will not be awarded for M/WBE sub-consultants.

Not Applicable



gai consultants.

COMMUNITY SOLUTIONS GROUP

618 E. South Street, Suite 700
Orlando, Florida 32801
T 407.423.8398

gaiconsultants.com/community-solutions

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925

TERRA INSURANCE COMPANY

DATE
08/23/21

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
221018	01/01/21	12/31/21

LIMITS OF LIABILITY

$1,000,000 EACH CLAIM
$1,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

P210357.00 - PRE-CONTRACT-Ocoee - Planning and Landsc
RFQ #21-006 Continuing Planning and Landscape Architectural Services

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

GAI Consultants, Inc.
(Pittsburgh)
385 E. Waterfront Drive
Homestead, PA 15120-5005

ISSUING COMPANY:
TERRA INSURANCE COMPANY
(A Risk Retention Group)

David Cobleigh
President

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2706974

DATE (MM/DD/YYYY): 8/23/2021

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

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

PRODUCER	CONTACT NAME: Lockton Affinity, LLC	
Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	PHONE (A/C,NO Ext): 877-320-9393	FAX (A/C, No): 913-652-7599
	E-MAIL ADDRESS: EFM@locktonaffinity.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GAI Consultants, Inc. 385 E. Waterfront Drive Homestead, PA 15120

COVERAGES **CERTIFICATE NUMBER** **REVISION NUMBER**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	Claims / Occur						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PROJEC. / LOC						PRODUCTS - COMP/OP AGG	
	OTHER							
A	AUTOMOBILE LIABILITY	X	X	L243256-20	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 1M30

Policy provides protection for any and all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Insurance is primary and non-contributory. Waiver of Subrogation Included. 30 day notice of cancellation. RFQ #21-006 Continuing Planning and Landscape Architectural Services. P210357.00 - PRE-CONTRACT-Ocoee - Planning and Landsc

CERTIFICATE HOLDER

City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patti D. Stanley

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OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule

Person(s) or Organization(s):	Any person(s) or organization(s) as required by written contract or agreement.

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:

   a. Which are covered by this insurance; and

   b. Which you have agreed to provide in a written contract.

2. The limits of insurance afforded to such person(s) or organization(s) will be:

   a. The minimum limits of insurance which you agreed to provide, or

   b. The limits of insurance of this policy

   whichever is less.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GAI Consultants, Inc.

Endorsement Effective Date: 10/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person(s) or organization(s) as required by written contract or agreement.

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

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

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

© Insurance Services Office, Inc., 2016

GAICONSUL1 ABUCZYNSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2021

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

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

PRODUCER License # 60236
HDH Group Inc
210 Sixth Avenue
30th Floor
Pittsburgh, PA 15222

CONTACT NAME: Andrea Buczynski
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: andrea.buczynski@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : The Continental Insurance Company	35289
INSURER C : Ironshore Specialty Company	25445
INSURER D : Travelers Casualty & Surety Company of America	31194
INSURER E :	
INSURER F :	

INSURED
GAI Consultants, Inc.
385 E. Waterfront Drive
Homestead, PA 15120

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	6050488311	10/1/2020	10/1/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						OHIO STOP GAP	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			6050441991	10/1/2020	10/1/2021	EACH OCCURRENCE	$ 10,000,000
	DED X RETENTION $ 10,000						AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		6050442655	10/1/2020	10/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability			ICELLUW00100888	10/1/2020	10/1/2021		5,000,000
D	Cyber			106456841	1/21/2021	1/21/2022		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella coverage is Excess and follows form on the following policies:
COMMERCIAL GENERAL LIABILITY (INCL OH STOP GAP) - VALLEY FORGE POLICY NO. 6050488311
AUTOMOBILE LIABILITY - OLD REPUBLIC POLICY NO. L243256-20
EMPLOYER'S LIABILITY - VALLEY FORGE POLICY NO. 6050442655

P210357.00 - PRE-CONTRACT-Ocoee - Planning and Landscape - RFQ #21-006 Continuing Planning and Landscape Architectural Services

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Ocoee
150 N. Lakeshore Drive
Ocoee, FL 34761

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GAICONSUL1 ABUCZYNSKI

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 60236	NAMED INSURED
HDH Group Inc		GAI Consultants, Inc. 385 E. Waterfront Drive Homestead, PA 15120
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
City of Ocoee is included as additional insured where required by written contract. 30-day notice of cancellation provided prior to material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium. Insurance is primary and non-contributory. Waiver of subrogation included.

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CITY OF OCOEE SIGNATURE PAGE FOR CONTRACT RENEWAL FOR RFQ #21-006 CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

(The City of Ocoee and the Consultant hereby agree to extend the above-referenced Contract for an additional one (1) year optional renewal term, with a new Contract expiration date of August 16, 2027. All other terms and conditions of the Contract shall continue in full force and effect.)

CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.

BY (sign): Milton S Mingonet Digitally signed by Milton S Mingonet Date: 2026.04.20 07:43:45-04'00'

PRINT NAME: _____

TITLE: Senior VP/Principal

DATE: April 20, 2026

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____
Melanie Sibbitt, City Clerk

_____
Rusty Johnson, Mayor

DATE: _____

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 202__.

FISHBACK DOMINICK

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

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

CONTINUING CONSULTING AGREEMENT FOR PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

THIS AGREEMENT made and entered into this 7th day of September, 2021 by and between the **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY", and **KIMLEY-HORN AND ASSOCIATES, INC,** a North Carolina corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY needs professional planning and landscape architectural services to be performed on a continuing and periodic basis as the need for such services may arise, per the CITY's RFQ #21-006 Continuing Planning and Landscape Architectural Services, attached as Exhibit A; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the professional planning and landscape architectural services required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon said terms and conditions, per CONSULTANT'S qualification package attached as Exhibit B; and

WHEREAS, the CITY shall have the option to use the CONSULTANT's professional planning and landscape architectural services ("Services"), as further described below, for City projects (hereinafter referred to as "Project" or "Projects"); and

WHEREAS, the City has selected the CONSULTANT in accordance applicable law and the rules and ordinances of the City, and this Contract shall constitute a continuing contract to perform services on an as needed basis over a period of time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION I

SCOPE OF SERVICES

1. CONSULTANT shall diligently and in a professional and timely manner perform the General Services and the Special Services (as each is defined herein) for the CITY. The General Services and the Special Services are sometimes referred to herein collectively as the "Services."

1.1 GENERAL SERVICES

CONSULTANT hereby agrees to perform for CITY professional Planning and Landscape Architectural services (collectively, the "General Services") as directed by the City's Designated Representative, in accordance with Service Authorizations as authorized by Purchase Orders issued by the City under the continuing contract.

1.1.1 Long-range and Comprehensive Planning Services:

a. Services relating to and the drafting of plans that supplement or support the City's comprehensive plan, its implementation, or its revision

b. Services relating to or the drafting of revised comprehensive plan elements

c. Special studies that further the revision or implementation of the City's comprehensive plan

d. Planning efforts related to maintaining the City's comprehensive plan

e. Proposed documents that relate to cooperative comprehensive planning with other units of local government

1.1.2 Land Development Regulation Services:

a. Drafting part of all of a land development code component or a related set of code components

b. Drafting regulations creating special overlay districts and affecting their management

c. Form-based land development regulations, policies, and review procedures

d. Design studies

e. Special studies that may lead to amendment of land development regulations

1.1.3 Master Planning Services:

a. Preparation of master plans for designated areas of the City and adjacent unincorporated areas within the Joint Planning Area

b. Creation of site plans

c. Development of conceptual plans for specified properties and areas of the City

1.1.4 Miscellaneous Services:

a. Conduct traffic data collection

b. Provide travel demand modeling

c. Conduct GIS mapping and analyses

d. Perform development review

e. Provide contract staff for routine planning tasks

1.1.5 Landscape Design Services:

a. Planting Plans

b. Hardscape Plans

c. Irrigation Plans

d. Streetscape Plans

e. Decorative Lighting Plans

f. Amenity Package Plans

g. Corridor Design Master Plans

1.1.6 Park Design Services:

a. Park Master Plans

b. Infrastructure Plans

c. Signage Plans

d. Pathway Plans

e. Recreational Facility Plans

1.1.7 Landscape Consultation Services:

a. Florida Friendly Plant Materials

b. Arbor Preservation

c. Code Input

d. Engineering Interface

e. Plant Material Identification

f. Private Project Review

1.2 SPECIAL SERVICES

In addition to the General Services authorized by Paragraph 1.1 hereof, Consultants shall perform such other professional services (collectively, the "Special Services") as may be authorized by a Purchase Order based on a Service Authorization and a Proposal.

Due to the potential complexity of task orders that may be awarded through this contract, the chosen firms may need to sub-contract with a variety of other professional firms to undertake all aspects of a task order. This team may include consultants specializing in public participation, transportation planning, geotechnical evaluations, tele-communications, utilities, stormwater analysis, irrigation design, MEP engineering, roadway design, architecture, real estate analysis, financing, market analysis, and community place-making, among others. It should be noted that the City already has Continuing Service Providers under contract for Civil Engineering, Architecture, Surveying, and Utility Modeling, and Geotechnical Testing services. Should any portion of the planning effort require detailed professional services contained within the contracts of these existing professional firms, the City shall have the right to direct certain portions of the work to these entities. Coincidently, the City will reserve the right to approve all sub-consultants proposed by each contracted Continuing Services Provider; however, none of the subconsultants will be identified as Continuing Service Providers for contract purposes and will be solely responsible to their respective Planning / Landscape Architectural team leader for remuneration and direction.

Special Services may include, but are not limited to, the following types of work tasks:

1.2.1 Analysis of detailed historic economic and demographic data affecting the area, including regional influences and conditions.

1.2.2 Identification of historical development patterns within the area and analysis of anticipated future trends including prior planning efforts within the study area.

1.2.3 Identification of environmental records indicating potential contamination on sites within the study area.

1.2.4 Analysis of existing and future market conditions affecting the projected form of development and redevelopment of the area to help create viable new businesses.

1.2.5 Preparation of an infrastructure master plan for utilities, roadways, mass transit, walking/bicycle paths, sidewalks, streets/streetscapes, public amenities, parks, parking, stormwater management, tele-communications, and electric power, including general cost estimates for each.

1.2.6 Preparation of a brownfield plan identifying areas for remediation, reclamation, and redevelopment.

1.2.7 Presentation of various conceptual design scenarios based upon expected development patterns and visioning exercises resulting in a strategic character of development including architectural themes, streetscapes and public places.

1.2.8 Presentation of a specific implementation strategy including funding scenarios with timing options, partnership opportunities, and grant opportunities.

1.2.9 Creation of public involvement, marketing, and place-making strategies to enhance the planning process and ultimately promote the continuing evolution of the development plan including cultural and arts activities, social media, advertising and economic outreach programs.

2. CONSULTANT shall perform such services in accordance with the terms and conditions of this Contract and with applicable regulations and requirements of all interested government agencies. It is expressly understood, however, that the CITY shall have no obligation to authorize CONSULTANT to perform any services under this Contract, and may, in its sole discretion, retain other consultants to perform any or all of the services authorized under this Contract.

3. CONSULTANT shall utilize sufficient qualified personnel acceptable to the CITY to perform all services under this contract and any Services Authorization issued hereunder. CONSULTANT shall promptly remove any person from performing services, as the CITY shall request in writing (which request may be made by the CITY with or without cause), and promptly replace such person with a person who shall be approved in writing by the CITY. CONSULTANT agrees to include a similar provision in its agreements with any and all Subconsultants.

SECTION II

TERM

1. Continuing Contract. This Agreement shall continue in full force for an initial period of three (3) years, beginning on **August 17, 2021**, with two (2) automatic one-year renewable extensions, for a total of five (5) years. Each one-year renewable term shall automatically be renewable for the next succeeding one-year term with the condition that the CITY'S obligation to pay under this Agreement for each year is contingent upon the CITY in its good faith judgment having sufficient funds to make an annual appropriation for the Services to be provided under this Agreement. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The CITY shall have the option of extending the term an additional one (1) year. The above time periods may be extended to complete Services being rendered under a Project that has already been identified in a Services Authorization issued prior to the expiration of the Agreement.

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

3. The CITY does not guarantee, warrant, or represent that any number of Projects or any particular type of Project will be assigned to the CONSULTANT under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. The

CITY shall have the sole discretion to select the Project(s), if any, that may be given to the CONSULTANT.

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

SECTION III

COMPENSATION

1. Method of Payment: For services rendered by CONSULTANT under a Services Authorization, the CITY shall pay CONSULTANT by one of the following methods: (i) a lump sum amount; or (ii) per diem or hourly rates which shall be used as the basis, along with reimbursable expenses, for establishing a guaranteed maximum price ("GMP") which shall not be exceeded. For Services Authorizations issued with a GMP, the CITY shall reimburse CONSULTANT for the cost of permissible out-of-pocket expenses (hereinafter referred to as "Reimbursable Expenses") incurred by CONSULTANT in the performance of services. A Reimbursable Expenses budget, if required, shall be included within each Services Authorization priced on a GMP basis. Reimbursable Expenses means the actual, necessary, and reasonable expenses incurred directly or indirectly in connection with the Project and may include expenses for reproduction, presentation materials and supplies, photography and video, travel outside of Orange and Seminole Counties, postage, overnight or express mail, long distance telephone, and facsimile costs. Travel expenses shall be submitted in accordance with Florida Statute § 112.061 (2008). Travel and per diem charges shall not exceed the limits allowed under applicable Florida Statutes.

2. CONSULTANT shall submit to CITY the invoices of CONSULTANT, in detail sufficient for a proper preaudit and postaudit thereof.

3. CITY shall pay CONSULTANT not later than thirty (30) calendar days of its receipt of CONSULTANT'S invoices, unless, within the 30-day period, the CITY, 1) notifies CONSULTANT of an objection to the PAYMENT amount, and 2) either provides CONSULTANT with a determination of the proper PAYMENT, or requests further information from CONSULTANT so that a proper PAYMENT can be calculated and agreed upon by the parties.

4. The CITY's objection to the PAYMENT amount shall be accompanied by the CITY's remittance of any undisputed portion of the PAYMENT.

5. Upon the termination of this AGREEMENT, CONSULTANT shall prepare a final and complete payment statement for all SERVICES and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. CONSULTANT also agrees to maintain, and to cause each of its subcontractors to maintain complete and accurate books and records (BOOKS) in accordance with sound accounting principles and standards, in a form acceptable to the CITY, and relating to all SERVICES and related costs and expenditures to the CITY that have been contracted for and paid during the life of this AGREEMENT. The BOOKS shall identify the SERVICES rendered during each month of this AGREEMENT, the date that each PROJECT expense was incurred, and whether the expense was SERVICE or reimbursable-related.

6. The BOOKS may (but need not) be kept separate and apart from CONSULTANT's other books; but the CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the BOOKS for the purpose of verifying the accuracy of any payment statement.

7. CONSULTANT shall retain the BOOKS, and make them available to the CITY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or five (5) years from the date of the final payment statement (of the PROJECT)

prepared for the CITY, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

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

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

SECTION IV

INDEMNIFICATION AND INSURANCE

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

2. Insurance The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance

necessary to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Subconsultants, or anyone for whose act or acts it may be liable. The CONSULTANT'S insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this Subsection shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation under this Agreement.

3. The CONSULTANT shall provide evidence of insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the City. The CONSULTANT shall not commence any work in connection with this contract or any applicable Services Authorization until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the CONSULTANT allow any Sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant has been so obtained and approved. Policies 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 rating deemed acceptable to the City. Policies for Workers' Compensation may be issued by companies authorized by applicable Florida law. The following insurance requirements are also applicable:

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.

b) 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

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

d) 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

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

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

g) Owner's Protective Liability Insurance: (Not applicable for Design 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.

h) 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

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

j) Certificates of Insurance: Certificate of Insurance Form (see sample, above), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Technician. 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.

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

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

SECTION V

TERMINATION

1. Termination Without Cause. This Agreement may be terminated by either party by delivering a thirty (30) day written notice to the other party. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. The CONSULTANT shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to the CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Services.

2. Termination for Cause. In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement, or any Services Authorization issued under this Agreement, in whole or in part, if the CONSULTANT (1) makes a willfully false payment statement; (2) substantially fails to perform any material obligation under this Agreement or Services Authorization and does not remedy the failure within five (5) calendar days after receipt by the CONSULTANT of written demand by the CITY, or (3) refuses to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from § 24(a) of Article I of the State Constitution and Florida Statutes § 119.07(1). The CONSULTANT may terminate this Agreement or any Services Authorization issued under this Agreement, if the CITY fails to perform any material obligation under this Agreement, and does not remedy the failure within

fifteen (15) calendar days after receipt by the CITY of written demand from the CONSULTANT.

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

4. Delivery of Materials Upon Termination. In the event of termination of this Agreement (or any Services Authorization) by the CITY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement, or any Services Authorization. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SECTION VI

SUSPENSION

The CITY has the right to suspend the CONSULTANT's Services (in whole or in part) rendered under this Agreement or any Services Authorization. However, if the CITY suspends the CONSULTANT's Services pursuant to any Services Authorization, the CITY will add to the period of service for such Services Authorization a period not less than the duration of such suspension and compensate the CONSULTANT for the reasonable and provable additional costs it has incurred as a direct and proximate result of such suspension.

SECTION VII

NOTICES

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

KIMLEY-HORN AND ASSOCIATES. INC.
189 S. Orange Ave., Suite 1000
Orlando, FL 32801
Attention: SCOTT MINGONET

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

CITY OF OCOEE
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: Purchasing Technician

A copy of the notice shall be provided to the City of Ocoee, Development Services Department.

3. A party shall be permitted to substitute its contact person or change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Section.

SECTION VIII

CONFLICTS OF INTEREST

The CONSULTANT represents and warrants unto the CITY that no officer, employee, or agent of the CITY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder.

SECTION IX

WAIVER OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL THE CITY BE LIABLE TO CONSULTANT OR TO ANY THIRD PARTY FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE; NOR SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSULTANT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONSULTANT OR BY THE CITY UNDER THIS AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THIS AGREEMENT.

SECTION X

MATERIALS AND DATA

1. All data, field notes, inspector's reports, job files, test reports, contract plans and specifications used to record as-built (or other) conditions, copies of shop drawings, construction photographs, cost control and scheduling data, computer printouts, contractor's submittals, summaries, memoranda work papers and any and all other documents, instruments, information, and materials ("WRITTEN WORK") prepared or accumulated by CONSULTANT for the SERVICES rendered hereunder shall be the sole property of the CITY. The CITY may reuse the WRITTEN WORK at no additional cost, and the CITY shall be vested with all rights of

whatever kind and however created that may be in existence thereto; provided, however, that CONSULTANT shall not be liable to the CITY for the CITY's additional use of any WRITTEN WORK for a different project except where CONSULTANT is engaged or retained by the CITY for the different project and the CONSULTANT utilizes the WRITTEN WORK.

2. The CITY acknowledges that the WRITTEN WORK is not intended for use in connection with any project or purpose other than the PROJECT, and the purpose for which the WRITTEN WORK was therefore prepared. Any use by the CITY of the WRITTEN WORK in connection with a project or purpose other than the PROJECT, without the re-engagement or retention of CONSULTANT, shall be at the CITY's sole risk, and CONSULTANT shall have no responsibility or liability related thereto.

3. In the event of termination of this AGREEMENT, CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, one (1) copy of the following items ("DOCUMENTS"): data, field notes, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, test reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) prepared or accumulated by CONSULTANT, or by any Subconsultant, in rendering the SERVICES described herein, and not previously furnished to the CITY by CONSULTANT pursuant to this AGREEMENT. The DOCUMENTS shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. CONSULTANT shall also require that all such Subcontractors and Subconsultants agree in writing to be bound by the provisions of this Paragraph.

SECTION XI

MISCELLANEOUS PROVISIONS

1. Non-Exclusive Contract. This Agreement is non-exclusive, and may be terminated at the CITY's convenience with the proper notice having been given to the

CONSULTANT as provided in this Agreement. The rights granted herein to the CONSULTANT are non-exclusive, and the CITY shall have the right, at any time, to enter into similar agreements with other geotechnical engineers, engineers, architects, landscape architects, planners, consultants, contractors, subconsultants, to perform such professional services as the CITY may desire.

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

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

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

5. Compliance With New Regulations. To the extent applicable, CONSULTANT agrees that if local, state, or federal agencies modify their grant procedures or requirements for the CITY or the CONSULTANT to qualify for local, state, or federal funding the CITY may use to pay for the Services to the rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with such applicable local, state, or federal laws and regulations, then the CITY shall have the right, by written notice to the CONSULTANT, to terminate this Agreement.

6. License Fee and Royalties. The CONSULTANT hereby grants a non-exclusive and fully paid license to the CITY to utilize all WRITTEN WORK or documents produced or prepared by CONSULTANT to perform the services required under this Agreement.

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

8. Subconsultants. The CONSULTANT shall have the right, conditioned upon the CITY's prior consent (which shall not be unreasonably withheld), to employ other firms,

consultants, Contractors, subconsultants, and so forth (Subconsultants); provided, however, that the CONSULTANT shall, 1) advise the CITY as to what particular Services the Subconsultants shall perform; and 2) advise the CITY as to what percentage of the total project services each Subconsultant shall be employed to do. The CONSULTANT shall be solely responsible for the performance of all of its Subconsultants, including but not limited to their maintenance of schedules, correlation of services, or both of these things, and the resolution of all differences between them. The CONSULTANT shall promptly terminate the use and services of any employee or Subconsultant upon written request from the CITY (which may be made by the CITY in its sole discretion). By accepting a Subconsultant, the CITY shall not be deemed to warrant or guarantee the reliability or effectiveness of that entity's Services.

9. Work Outside Scope and Time of Payment. The CITY shall have no obligation to reimburse the CONSULTANT for services rendered which may be in addition to outside of the Scope of any particular Services Authorization, unless and until the CITY has given written approval of such reimbursement.

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

11. Assignment and Delegation. The CITY and the CONSULTANT bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written

consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may terminate this Agreement. The CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

12. Audits - Periodic Auditing of Consultant's Books. The CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books of CONSULTANT for the purpose of verifying the accuracy of any payment, charge or invoice. In addition to the above and upon request of the CITY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the CITY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, profit and the total amount of money paid by the CITY to the CONSULTANT. The Fiscal Report shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

13. Overcharge. If it is established by the audit, or by any other means, that the CONSULTANT has over-billed or overstated its costs, fees, or reimbursable expenses (Overcharge) to the City, then the amount of any Overcharge shall be refunded by the CONSULTANT, together with interest at the rate of one percent (1%) per month and the CITY's reasonable and provable costs (including the auditing expenses) in discovering the Overcharge and effecting its repayment.

14. Truth in Negotiations. The CONSULTANT shall execute the Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof. It is agreed by the CONSULTANT that any amounts charged under this Agreement or any Services Authorization issues under this Agreement, shall be adjusted to exclude any sums [plus interest at twelve

percent (12%) per annum simple interest on the sums, from the date of payment by the CITY] by which the CITY determines that it was overcharged.

15. Prohibition Against Contingent Fees. The CONSULTANT warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. Any breach of the warranty or representation of this paragraph shall be grounds for termination.

16. Entire Agreement. This Agreement, including the Exhibits hereto, and any Services Authorization issued under this Agreement, shall constitute the entire Agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth therein.

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

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

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

20. Timeliness. The CITY and the CONSULTANT acknowledge and understand that time is of the essence in this Agreement, and that the Services shall be performed in expeditious and economical manner.

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

22. Force Majeure. The parties acknowledge that adverse weather conditions, acts of God, terrorism, war or other unforeseen circumstances of a nature that are outside the control of the parties may execute performance under this Agreement; or may necessitate modifications to a Services Authorization. If such conditions and circumstances do in fact occur, then the CITY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to any Services Authorization.

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

24. Dispute Resolution and Exclusive Venue. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference. The sole and exclusive venue for any mediation shall be in Orange County, Florida. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this Agreement or the work to be performed hereunder, shall be submitted for trial, **without a jury**, before the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. The parties consent and submit to the jurisdiction of such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. The CITY and CONSULTANT expressly waive all rights to trial by jury regarding any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this contract or the work to be performed hereunder. As noted herein, the sole and exclusive venue for any litigation or other legal proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

25. 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.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

(Signature Page Follows)

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

ATTEST:

Print Name: MATTHEW FRANKO, PLA

ACCEPTED:
KIMLEY-HORN AND ASSOCIATES, INC.

By:
Print Name: SCOTT MUNGONET, PLA, AICP
Title: SR. V.P.

(SEAL)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

ATTEST:

Name: Melanie Sibbitt
Title: City Clerk

APPROVED:

CITY OF OCOEE, FLORIDA

By:
Name: Rusty Johnson
Title: Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY this 7th day of Sept, 2021

SHUFFIELD, LOWMAN & WILSON, P.A.

BY:
Scott A. Cookson, City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON July 20, 2021 UNDER AGENDA ITEM NO. 9.

TRUTH-IN-NEGOTIATION CERTIFICATE

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

WITNESS:

BY: _____

Print Name: MATTHEW FRANKO, PLA

Title: PROJECT MANAGER

CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

Print Name: SCOTT MINGONET, PLA, AICP

Title: SR. V.P.

STATE OF FLORIDA }

COUNTY OF Orange }

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

WITNESS my hand and official seal this 23rd day of August, 2021.

_____

NOTARY PUBLIC

Print Name: Susan M. Gremonprez

My Commission Expires: 2/9/2023

SUSAN M. GREMONPREZ
Commission # GG 298833
Expires February 9, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A

RFQ #21-006 CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #21-006

CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

ocoee

florida

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FOR
RFQ #21-006
CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

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Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #21-006 CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES.** Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 2:00 pm, local time, on May 11, 2021.** Qualification packages received after that time or through any other method will not be accepted under any circumstances. Qualification packages that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFQ should 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 statements of qualifications at no charge through Negometrix4 by accessing the City's published solicitation page https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix platform. Melanie Sibbitt, City Clerk, Orlando Sentinel April 18, 2021.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #21-006
CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the Consultants' Competitive Negotiations Act (CCNA), § 287.055, Fla. Stat., et seq., and the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications from licensed professional planning and landscape architectural firms that are interested in providing general professional planning and landscape architectural services for various planning, design, and development projects.

   In accordance with the CCNA, the work contemplated under these continuing contracts will be limited to routine tasks related to construction projects expected to cost no more than $4 million, or for studies not costing more than $500,000. Planning and landscape architectural services related to any project that does not fall within these categories will be separately solicited in conformance with the CCNA.

   Due to the potential complexity of task orders that may be awarded through this contract, the chosen firms may need to sub-contract with a variety of other professional firms to undertake all aspects of a task order. This team may include consultants specializing in public participation, transportation planning, geotechnical evaluations, tele-communications, utilities, stormwater analysis, irrigation design, MEP engineering, roadway design, architecture, real estate analysis, financing, market analysis, and community place-making, among others. It should be noted that the City already has Continuing Service Providers under contract for Civil Engineering, Architecture, Surveying, and Utility Modeling, and Geotechnical Testing services. Should any portion of the planning effort require detailed professional services contained within the contracts of these existing professional firms, the City shall have the right to direct certain portions of the work to these entities. Coincidently, the City will reserve the right to approve all sub-consultants proposed by each contracted Continuing Services Provider chosen under this RFQ; however, none of the subconsultants will be identified as Continuing Service Providers for contract purposes and will be solely responsible to their respective Planning / Landscape Architectural team leader for remuneration and direction.

2. The City intends to award Continuing Service Provider contracts to at least three (3) respondents, if possible, deemed to be the most highly qualified to perform the required services. In determining whether a firm or individual is qualified, the City shall consider criteria set forth in the RFQ. In addition to identifying the best firms for the work, the City desires to create an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified firm for a given task. Firms selected by the City will provide planning and landscape architectural services to the City on an as-needed basis, which will be assigned using task orders issued by the City under the continuing contracts. The continuing contracts shall have an initial three (3) year period and two automatic one-year renewable extensions, plus a one (1) year optional renewal at the City's discretion.

3. Prospective respondents may secure a free copy of the documents required for submitting a response through Negometrix's Negometrix4 platform by accessing the City's published solicitation page at https://app.negometrix.com/buyer/748. Please visit https://www.ocoee.org/323/Purchasing for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix4 platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Negometrix, prospective respondents will be provided with all information regarding this RFQ, all addendums and changes to the project requirements; there is no charge to use the Negometrix e-procurement platform.

4. Each qualification package should consist minimally of a cover letter, statement of qualifications, conflict of interest disclosure form and company information form (attached at the end of these instructions). Please also include a copy of all applicable licenses held by firms or key subconsultants proposing to perform the work. Statements of qualifications should be limited to a total of **forty (40) 8.5"x 11" pages** (including any resumes and maximum 2-page cover letter but excluding front and back covers, dividers, table of contents, and company information form), single-sided, portrait orientation, 12-point font. Additional submission instructions are supplied below in Section D. Any qualifications package 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 qualification package and shall be understood to do so.** All expenses for providing qualification packages to the City shall be borne by the respondent.

5. The City utilizes Negometrix, an e-procurement platform, Negometrix4 version. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix4 platform at https://app.negometrix.com/buyer/748. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All responses for this bid **MUST** be submitted through the Negometrix4 platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. **There is no charge to use the Negometrix electronic bid submission platform**.

   Registration with Negometrix is free and is required prior to submitting a RFQ response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the RFQ submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com.

   Once your company is registered with Negometrix, you will be able to submit your bid/proposal/qualification statement securely, any time before the bid deadline, at https://app.negometrix.com/buyer/748 by clicking the PARTICIPATE BUTTON under the solicitation. Qualification Statements submitted on Negometrix4 will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will

automatically lock responses upon the bid deadline. A virtual public RFQ opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

6. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their qualifications package on the Negometrix4 platform. Qualification packages must be received by Negometrix4 no later than **2:00 p.m. (local time) on May 11, 2021**. Any qualification package received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualifications package **uploaded and submitted** on the Negometrix4 e-procurement platform prior to the due date and time.

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

7. The City will receive questions regarding this RFQ only through the Negometrix4 platform in the Question & Answer tab or written inquires directed to Shannon Hopper, Purchasing Technician shopper@ocoee.org. Deadline for receipt of written inquiries will be **May 4, 2021 at 2:00 p.m., local time.**

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

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

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

    By entering into this contract, the awarded bidder is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not

limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

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.

12. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Fla. Stat. 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), Fla. Stat.

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

14. PUBLIC RECORDS COMPLIANCE. The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:
    1. Keep and maintain public records required by the City to perform the service.
    2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
    3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
    4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records

required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

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

16. 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 (p. 18).**

d) Respondent further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFQ has occurred, and that the proposal is made according to the provisions of the RFQ documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFQ 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.

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

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

B. INSURANCE TERMS AND CONDITIONS

The successful respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and

approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer 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 follows:

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

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

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

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

7. Owner's Protective Liability Insurance: (Not applicable for Design 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 Design Services).
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence

9. Certificates of Insurance: Certificate of Insurance Form (see following sample), 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 Technician. 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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JC FRAZE-1 | DATE (MM/DD/YYYY) 11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor's Name
Address

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

COVERAGES

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

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

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

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

CERTIFICATE HOLDER

OCOEE01

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

SAMPLE

C. SCOPE OF SERVICES

The services to be performed through task orders issued under the continuing contract may consist of, but will not necessarily be limited to, general planning and landscape architectural activities. In order to effectively evaluate each firm and its team of sub-consultants, each consultant should outline its team's experience and capabilities to address, at a minimum, the following anticipated aspects of any given task order.

1. Graphical Presentation of existing conditions including existing transportation, utilities, land use, zoning, public facilities, tele-communications, and environmental features.
2. Analysis of detailed historic economic and demographic data, including regional influences and conditions.
3. Identification of historical development patterns and analysis of anticipated future trends including prior planning efforts.
4. Identification of key stakeholders and landowners who may influence the realization of any site development tasks.
5. Identification of environmental records indicating potential contamination.
6. Analysis of existing and future market conditions affecting the projected form of development and redevelopment of a specific site or area to help create viable new businesses.
7. Preparation of infrastructure master plans for utilities, roadways, mass transit, walking/bicycle paths, sidewalks, streets/streetscapes, public amenities, parks, parking, stormwater management, tele-communications, and electric power, including general cost estimates for task orders requiring these tasks.
8. Create and present various conceptual design scenarios based upon expected development patterns and visioning exercises for a specific project.
9. Presentation of specific implementation strategies including funding scenarios with timing options, partnership opportunities, and grant opportunities.
10. Preparation of Comprehensive Plan Amendments, overlay plans, form-based codes and other regulating plan documents necessary to direct development.
11. Creation of public involvement, marketing, and place-making strategies to enhance the planning process for a specific project, including cultural and arts activities, social media, advertising and economic outreach programs.

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

D. SUBMITTALS

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

will best meet the needs of the City. The submission materials should include the following, and missing material may cause your submission to be evaluated accordingly:

I. Firm's Qualifications

- Understanding of Scope of Services
- List of all firm's key employees, their qualifications, and their role in providing the desired City services and each employee's years of total related experience and years with your firm.
- Firm's and employee's certifications and licenses with regulatory agencies, professional organizations, etc.
- List of firm's sub-consultants, their qualifications, and their role in this project.
- List of firm's current or recently completed similar services within the past five (5) years with other public or private agencies.
- List of at least three (3) client references to include organization name, contact person, telephone number(s), and e-mail address.

II. Firm's Office Location & Other Forms (not included in page limit)

- List the location of all offices (firm and sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.
- Conflict of Interest Disclosure Form, p. 18.
- Summary of Litigation, if none please indicate in this section of your qualification package. 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. p. 19.
- Receipt of any addenda issued, p. 19.
- Company Information/Signature Sheet, p. 20.
- M/WBE Certification for the Firm. Attach State of Florida or County M/WBE Certification for the Firm. Partial points will not be awarded for M/WBE sub-consultants.

E. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFQ	Request for qualifications published
16 days later	Last day for questions
23 days later	Statements of qualification are due
30 days later	Qualification statements distributed to evaluation committee
44 days later	Evaluation committee meeting held
55 days later	Interviews of top three or more respondents
Next meeting	Short-list of ranked firms recommended to City Commission

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

F. SELECTION PROCESS

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

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

3. The City will apply the negotiation requirements of the Consultants' Competitive Negotiations Act, § 287.0055, Fla. Stat. The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.

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

Evaluation Criteria	Maximum Points
1. Qualifications and Experience of the Firm	**50**
2. Understanding of Scope of Services • Understanding of work that may be assigned through this continuing services contract, including the methodology that will be used to manage multiple tasks and schedules.	**25**
3. References	**15**
4. Location of the Firm's office and proximity to the City of Ocoee	**5**
5. Certified Minority, Women Owned Business Enterprise • Include M/WBE Certification forms for the Responding Firm only.	**5**
Total Possible Points	**100**

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

G. TASK ASSIGNMENT PROCEDURES

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

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

Accounts Payable
Finance Department
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

H. SPECIAL PROVISIONS FOR STATE OR FEDERALLY FUNDED PROJECTS

Should any of the projects for which planning and landscape architectural services are provided under this solicitation involve State funds, this entire solicitation is governed by the requirements of the State of Florida and the CCNA, § 287.055, Fla. Stat., for a continuing contract. State reporting requirements for the specific grant and other laws and regulations may apply to a given service task order. Any such requirements shall be part of the task proposal solicitation and any subsequent proposal made shall explicitly state the firm's intent to comply with such requirements.

Should any of the projects for which planning and landscape architectural services are provided under this solicitation involve federal funds, this entire solicitation is governed by the requirements of the specific federal grant. Federal reporting requirements for the specific federal grant and other laws and regulations may apply to a given service task order. Any such requirements shall be part of the task proposal solicitation and any subsequent proposal made shall explicitly state the firm's intent to comply with such requirements.

I. BID PROTESTS

All Bid Protests shall be submitted to the Purchasing Agent in the following manner:

1. A Bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.

2. A bid protest shall be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.

3. The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

4. The bid protest shall be filed with the Purchasing Technician not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

5. The Purchasing Agent, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

END OF INSTRUCTIONS



RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

SUMMARY OF LITIGATION:

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

_____

_____

_____

_____

_____

(Attach additional sheets if necessary)

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

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

_____

(Remainder of page left blank intentionally.)

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-006

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

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

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

_____
NAME/TITLE (PLEASE PRINT)

_____

_____
STREET ADDRESS

_____

_____
CITY STATE ZIP

FEDERAL ID #_____
_____Individual _____Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or

Produced Identification_____

_____
(Type of Identification)

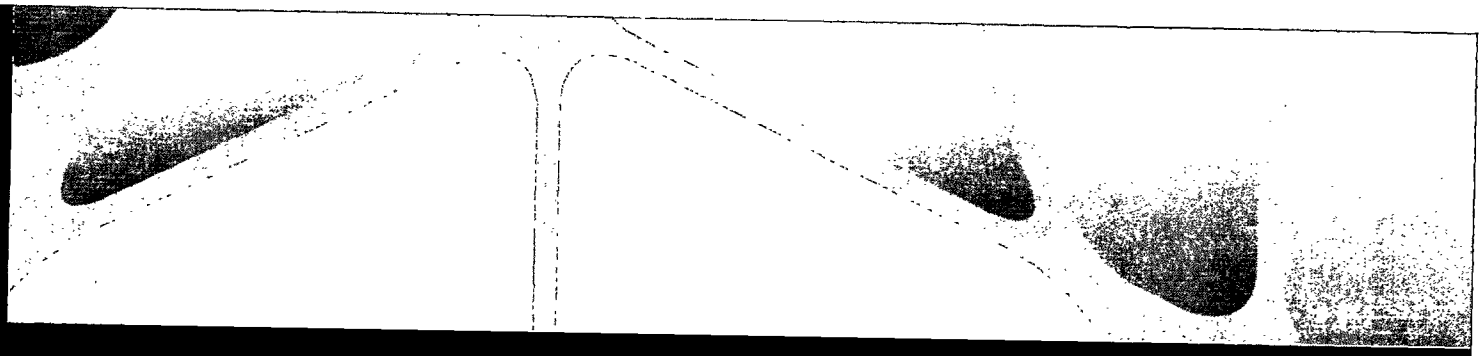
Notary Public - State of _____
County of _____

_____
Signature of Notary Public

_____
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT B

CONSULTANT'S QUALIFICATION PACKAGE RESPONSE TO RFQ #21-006



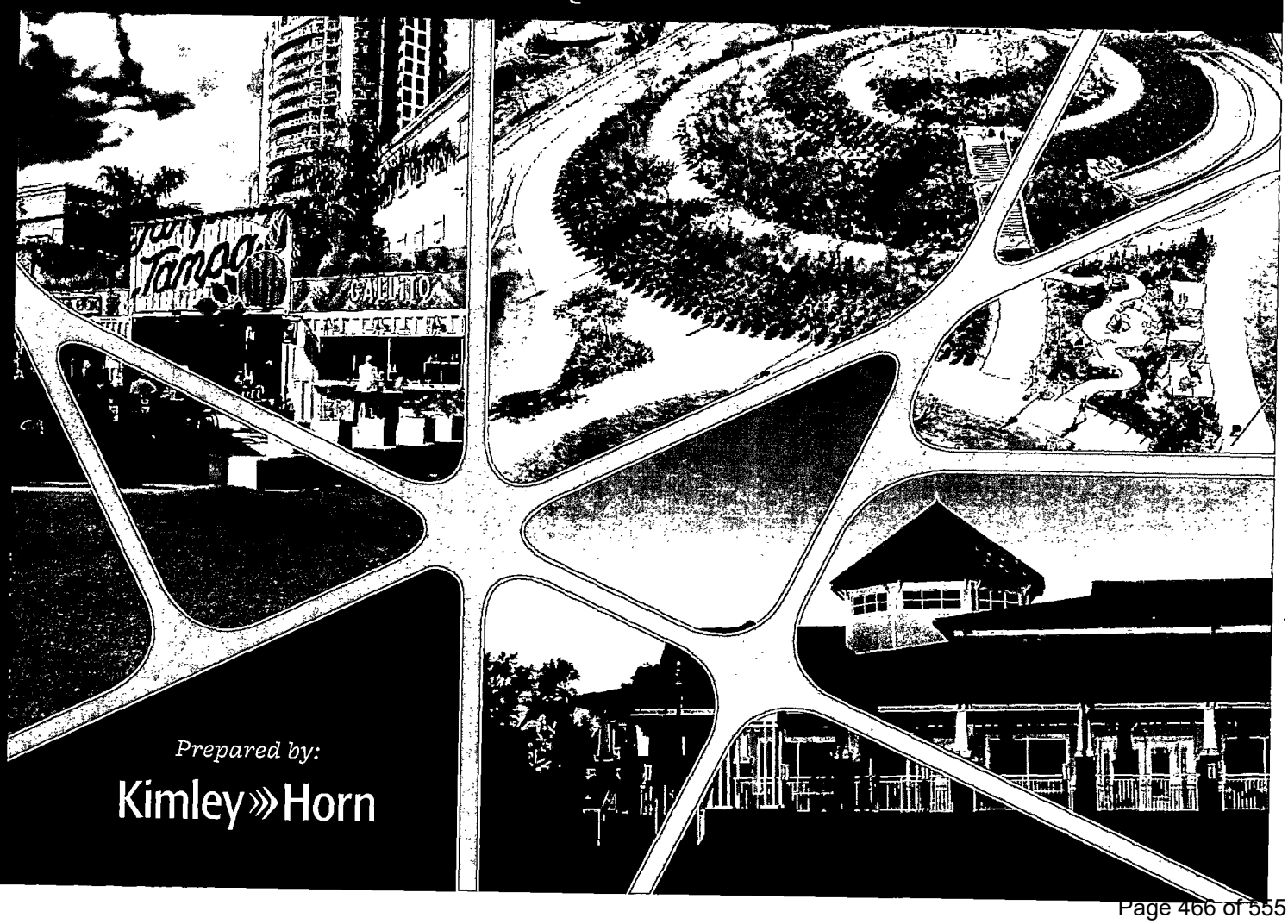
City of Ocoee

Continuing Planning

and

Landscape Architectural Services

RFQ # 21-006



Prepared by:

Kimley»Horn

City of Ocoee

Continuing Planning

and

Landscape Architecture Services

RFQ # 21-006

I.

FIRM'S QUALIFICATIONS

A. Cover Letter

Kimley»Horn

May 11, 2021

Ms. Shannon Hopper, Purchasing Technician
City of Ocoee
150 N. Lakeshore Drive
Ocoee, FL 34761

RE: City of Ocoee Continuing Planning and Landscape Architectural Services; RFQ #21-006

Dear Ms. Hopper and Members of the Selection Committee:

Before a City's public spaces and infrastructure can be considered a great success both aesthetically and functionally, a community must turn to the talents of landscape architects, planners, engineers, and urban designers. As you embark on the process of improving your community, you need a visionary consultant team with proven design experience and a collaborative approach to planning, landscape architecture, and civil engineering. The Kimley-Horn team is excited about the opportunity to take part in these important projects to enhance this community for current and future generations.

Past Performance and Dedication to Our Local Communities. Since its founding in 1967, Kimley-Horn has been dedicated to improving the neighborhoods in which we live and encourages employees to actively contribute to their communities. We find local projects are exceptionally rewarding as they allow us to see the positive effects of our work in our own communities. We take special pride in having the opportunity to successfully bring these projects and the amenities they provide to the areas where our friends and families live and work. Because of our dedication to local, Central Florida work, Kimley-Horn's Orlando office has been thriving since 1980.

We have successfully provided services to many municipalities throughout Florida, including the following communities in Central Florida: Groveland, Lake County, Tavares, Eustis, Wildwood, Maitland, Winter Park, Rockledge, Merritt Island, Cape Canaveral, Windermere, Longwood, and Oviedo, to name a few. We understand community dynamics and staff expectations and are committed to providing you with responsive service by professional and highly-experienced staff. We offer the following advantages: We have successfully provided services to many municipalities throughout Florida, including the following communities in Central Florida: Groveland, Lake County, Tavares, Eustis, Wildwood, Maitland, Winter Park, Rockledge, Merritt Island, Cape Canaveral, Windermere, Longwood, and Oviedo, to name a few. We understand community dynamics and staff expectations and are committed to providing you with responsive service by professional and highly-experienced staff. We offer the following advantages:

- ***Collaborative Approach.*** To create and implement the City's vision throughout the community, we will partner with your staff and local community stakeholders to truly understand each project's goals and objectives. Our approach to design is a collaborative one in which our design team works with you to ensure the functional components of the project merge seamlessly with the aesthetic ones. We also recognize the significance of developing creative visionary plans that can be constructed. Our multidisciplinary team collaborates daily internally across disciplines, a process so effective that it has become second nature in our design process. The City of Ocoee will benefit from our approach since we have considerable experience successfully implementing a creative vision and exceeding City and stakeholder expectations.
- ***Integrated Design Team.*** Our professional staff is experienced and highly qualified to provide creative and effective solutions to ensure a successful project. As project manager for this contract, I offer more than eight years of landscape architecture, planning, and streetscape design experience. In addition, I specialize in working from a multi-disciplinary perspective on complex projects requiring a truly integrated approach. Our design team includes seasoned landscape architects, urban designers, land planners, and engineers who have all worked together for various municipalities in Central Florida. We are ready to be challenged and are immediately available to get started.

- ***Florida Community Redevelopment Agency (CRA) Experts.*** Kimley-Horn is well known among Florida CRAs for being a creative partner in pushing forward their community vision. Our team of experts consistently offer new and innovative ideas for the renewal of these areas. Our work with Florida CRAs spans well over a decade and includes master planning, land use, zoning, civil engineering, and project team management. As we like to say, our team provides service to CRAs "from visioning to ribbon cutting."
- ***Project Manager and Management Philosophy.*** **Matt Franko, PLA** will serve as project manager. I have significant experience as a skilled designer with municipal project experience throughout the state of Florida. My philosophy is that a successful project must have a successful management plan that anticipates and identifies project issues from the outset. Developed with our client, our plan addresses issues proactively, enabling the team to stay ahead of the curve rather than functioning in a reactionary mode.

Our collaborative approach allows us to refine and hone concepts and designs that strike the perfect balance of meeting both stakeholder and City expectations. Our local multidisciplinary staff of 190 is fully equipped to bring the depth of resources required to produce each project on schedule and handle multiple assignments if required.

We are truly excited about this opportunity. Let us make your projects successful.

Sincerely,
KIMLEY-HORN

Matt Franko, PLA
Project Manager
407.427.1629
matt.franko@kimley-horn.com

Scott Mingonet, PLA, AICP
Principal-in-Charge
407.427.1622
scott.mingonet@kimley-horn.com

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C. Understanding of Scope of Services

Kimley-Horn's approach and methodology will be tailored and refined to fit the City of Ocoee's goals, objectives, and schedule, but the focus will be based on three constant over-arching principles:

1. **Experienced project management**
2. **Proven and thoughtful design process**
3. **Responsiveness and adaptability**

Project management is both an art and a science at Kimley-Horn. We employ a structured approach to all our projects integrating resource, schedule, and budget management for each project in which we are involved. Our entire approach to project management is characterized by the following philosophies and policies that are ingrained in the Kimley-Horn culture:

Our project management structure is led by **Matt Franko, PLA**, who has over eight years of experience with Kimley-Horn. This structure allows for communication consistency with the City so that command and control of the project is maintained at all times. Matt will have the authority to allocate resources from across the firm, having access to over 200 landscape architects, and allow him to expedite projects without the need for additional management approval in order to maintain a very aggressive schedule. We will view the project from your perspective, examine issues in a strategic context, and provide you with tactical solutions.

- ✓ We will not only control and manage the project schedule, we will anticipate problems, creatively develop solutions, and implement a set of actions before problems arise.
- ✓ We will follow up on action items to ensure they are executed be a single responsible person. There will be no misunderstanding as to who was or is responsible.
- ✓ Our project management plan will promote efficiency, clarify communication protocols, provide direction, avoid misunderstandings, and govern routine action.
- ✓ Our project management plan will clearly identify, budget, and plan for effective quality control and independent reviews, and we will produce a result that exceeds contractual expectations.
- ✓ We will execute random inquiries into schedule adherence, work performance, quality performance, and resource allocations to determine compliance with planned project performance. We will identify anomalies and take instant corrective actions as needed.

Quality control is integrated in the management process and begins with the team assigned to undertake this project. Recognizing the critical importance of careful quality control, we have developed an extensive internal quality control program with a 200-page manual to guide this process, which is routinely implemented on our projects. There will be no learning-curve impact on quality for the Kimley-Horn team.

For this contract, we have identified and committed a core team of individuals led by our principal-in-charge, **Scott Mingonet, PLA, AICP**, who has over 30 years of Landscape Architecture experience at Kimley-Horn. This core team will remain on each project to provide efficient and responsive production. The access to over 900 technical staff members in Florida will provide a deep bench and resource team available to meet critical deadlines or "crunch" schedule if required to meet critical milestones. With Kimley-Horn, our resources will allow us to employ a consistent "all hands on deck" approach when it comes to any project.

Our approach to frequent communication and to quality assurance/quality control will relieve City staff of any significant project review efforts. A QA/QC review of project solutions and analysis, together with design reviews, will ensure a top-quality deliverable for the City.

In short, Kimley-Horn's management approach is team oriented, no-nonsense, results-based, and saturated with top quality people who routinely produce superior results.

Our **Design Process** starts with an experienced team that has the right blend of vision, technical expertise, and practical experience to implement solutions that achieve your goal of creating high visual impact with a distinctive sense of place at a reasonable cost. Without vision, project designs often reflect the status quo; and with a lack of implementation experience, untested design concepts can lead to maintenance nightmares. Constructing the selected design in an efficient and timely matter, consistent with public expectations, is the last stage of successful project implementation and the design process. Good final design, accurate bid documents, and management of construction are important factors for a successful, cost-effective project.

The following typical project sequence demonstrates how these key components will be incorporated into our project management approach for the City of Ocoee. We have developed a hypothetical design project sequence that illustrates critical tasks and milestones. In general, there are three phases to successfully complete any project assigned under this contract in a timely fashion with a focus on cost control. While every project will have its own tailored approach, the following hypothetical typical project sequence demonstrates how these key components will be incorporated into our project management approach for any project within the City of Ocoee.

1. **Preliminary Design Phase –** It is during this phase that the problem is clearly defined, improvement objectives are set, and a feasible solution is developed within the "Big Idea". Our team will collect the data necessary to analyze the situation. An analysis will then be performed to highlight opportunities, constraints, as well as safety/setback criteria, and the identification of "Big Ideas" that begin to "Tell the Story" for the project. Evaluation will include comparison of the degree to which each alternative meets the objective, cost analysis, and constructability.

2. **Final Design Phase –** At this point, a preferred design has been selected. The Kimley-Horn team will prepare complete construction documents suitable for competitive bidding. Kimley-Horn has assisted other similar City's in developing their document formats, which have been used on numerous successful projects. Opinion of Probable Construction Costs will be updated as the project details are developed. Pre-application meetings will be held with review agencies and permit applications will be prepared and submitted.

3. **Construction Phase –** The final step will be to build the project. Kimley-Horn can provide bidding services and is available to administer the construction contract. Using us to provide resident project services during construction will helped protect the City against defects in materials or workmanship in the construction. Kimley-Horn understands what the City requires to successfully close projects to community satisfaction. Milestones during this phase may include:

    - Advertisement of the construction project
    - Notice to proceed with construction
    - Contract administration
    - On-site observation
    - Certification that construction is complete and in compliance with the plans and specifications

Being Responsive to your needs and Adapting our personnel to meet your wide range of project types is key. Kimley-Horn maintains an effective and accurate accounting of projected staff hours for up to a six-month time period. We know our availability at any given moment, and because we have access to such extensive resources in Florida and throughout the firm, we can assure you that we have the required resources based on increased schedule demands at any time.



Ability to Meet Deadlines

Meeting your schedule for deliverables is not just a goal to us—it is a mandate. Kimley-Horn has a track record of successfully completing projects on or ahead of schedule and within budget. This success is due, in part, to each project's schedule and budget being aggressively communicated to the project team by the project manager. We work with staff to identify key targets and milestones early on to help establish clear direction and an understanding of project deliverables. We take pride in evaluating any unanticipated obstacles and making informed recommendations to overcome them before they impact the project's schedule and budget.

In addition to our proactive communication, Kimley-Horn uses a "work plan" tool for organizing individual project tasks by phase and discipline. The anticipated labor effort is then summarized in a matrix that forms the basis for establishing and tracking the project budget. We track the budget on a percent-complete basis in order to measure performance during each accounting report period.

We will include critical decision-making points in our work plans so that the project team and the City can agree upon the best course of action to keep the project on track. There always will be unexpected challenges unique to any given project; it is critical that an approach be developed that controls what can be controlled and builds in mechanisms for dealing with the unexpected.

Kimley-Horn is well suited to manage and administer projects. We are prepared to commit the necessary resources to ensure the success of your efforts. And with our experienced team of local resources, we have unmatched ability to perform on this assignment. Our local presence makes access to these resources simple. To assist our project managers in efficient administration of projects, Kimley-Horn maintains a detailed, integrated management information system (MIS). This system, designed primarily to focus on schedule adherence and cost control, has proved to be a valuable tool.



Funding Opportunities

Kimley-Horn understands that obtaining successful funding and the identification of potential public and private sources is critical to your projects, and we will work to identify alternative funding and financing strategies within multiple categories. The Kimley-Horn team often deals with the complex regulations tied to the local use of federal funding and has been successful in obtaining grants for a number of municipalities. Kimley-Horn has provided assistance to our clients resulting in more than $248 million in grants and outside funding. Our project team will provide insight into the opportunities available and the procedures required to obtain funding. We have developed a resource library of information on state and federal funding sources and will assist you in making the most of available resources.

Allison Megrath, AICP, brings over 25 years of professional planning experience including experience securing and administering grants throughout the State of Florida. She will play a great role in land use planning and zoning, project management, industrial site certification, stakeholder engagement, regulatory compliance, grant writing and administration, and economic development. Allison is passionate about assisting rural communities and have successfully secured grants from the Florida Department of Economic Opportunity and the St. Johns River Water Management District.

Unique Services

Arborist/Preservation

Kimley-Horn offers a wide variety of consulting services including plant problem diagnosis, landscape monitoring services, tree and landscape management programs, landscape plan review, construction planning, tree protection and relocation programs, tree risk assessments, plant appraisal, forensics and expert witness testimony. Kimley-Horn has extensive experience working in Florida and locally providing both tree preservation and relocation to protect and repopulate desired areas. Additionally, we are focused on all indigenous vegetation and its relationship to our local communities. This process involves assessment and monitoring throughout the multiple phases of a project including construction and long after to insure its long life.

Geographic Information Systems (GIS)

Recognizing the value and importance of GIS technology in data management, planning, and analysis, Kimley-Horn has developed a multidisciplinary team of GIS professionals to serve our clients. Our team of experienced GIS practitioners understand the full system development life cycle and the importance of approaching each project systematically in this regard. We identify the user needs then combine the levels and types of data needed to gain the maximum possible benefit from the analytical capabilities of your GIS.

At Kimley-Horn, we use Environmental Systems Research Institute's (ESRI) GIS platform for integration and management of spatial data. All divisions of Kimley-Horn routinely apply GIS tools and techniques to standardize an efficient work flow and provide a defensible analysis on our projects.

We have the expertise to apply GIS tools and techniques to make use of various levels of network, demographic, and land use information to produce a single output relating a user-defined concept. Kimley-Horn can provide Global Positioning System (GPS) data services and data collection/research from current and published spatial data sources maintained by federal, state, and county agencies.

Computer Simulations

Kimley-Horn's integrated, computer-based tools accomplish specialized studies at an unparalleled level of complexity. They allow clients worldwide to test ideas in a highly realistic "virtual world" before they invest any of their money or time, so real-world efforts can become immediate and unquestionable successes.

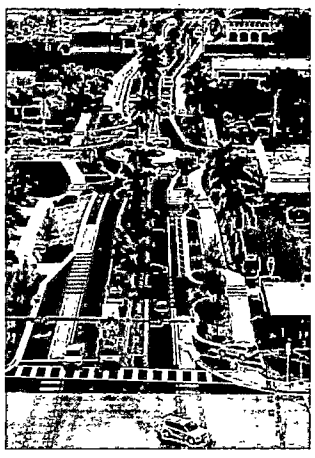
Our models and simulations have been used to optimize items as small as the head of a bolt and as large as a regional transit system. With the support of our globally experienced team, our clients obtain highly accurate demand modeling, level-of-service assessments, operational analyses, and engineering analyses, along with vendor-independent recommendations for the most cost-effective designs.

Our modeling and simulations provide confidence that today's solution will build effectively toward tomorrow's goals.

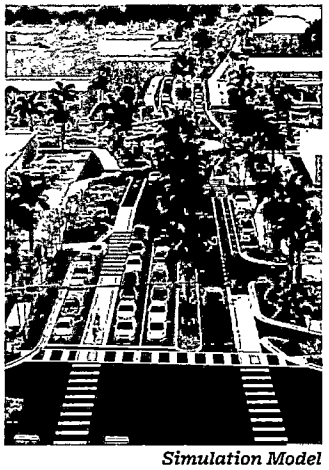
EXAMPLE

Kimley-Horn provided streetscape, intersection design, lighting design, and multimodal improvements for a half mile of Central Avenue between 8th Street and Riverside Circle in Naples, FL. Detailed traffic modeling was utilized to fully assess laneage requirements and the resulting level of service from possible lane modifications. The goal was to provide a safe, balanced approach for all modes of travel through the corridor, including motor vehicles, bicycles, and pedestrians.

Click here to view the Central Avenue Flythrough.



Built Photo



Simulation Model

Click the project names below for video examples of Kimley-Horn 3D Vizualization:

Baker Park
Bridge Vizualization
Goodyear Park
Desert Sky Park
Naples Central Avenue
Logan Boulevard
FDOT District Five
Parrish Central Park
Downtown Rensselaer

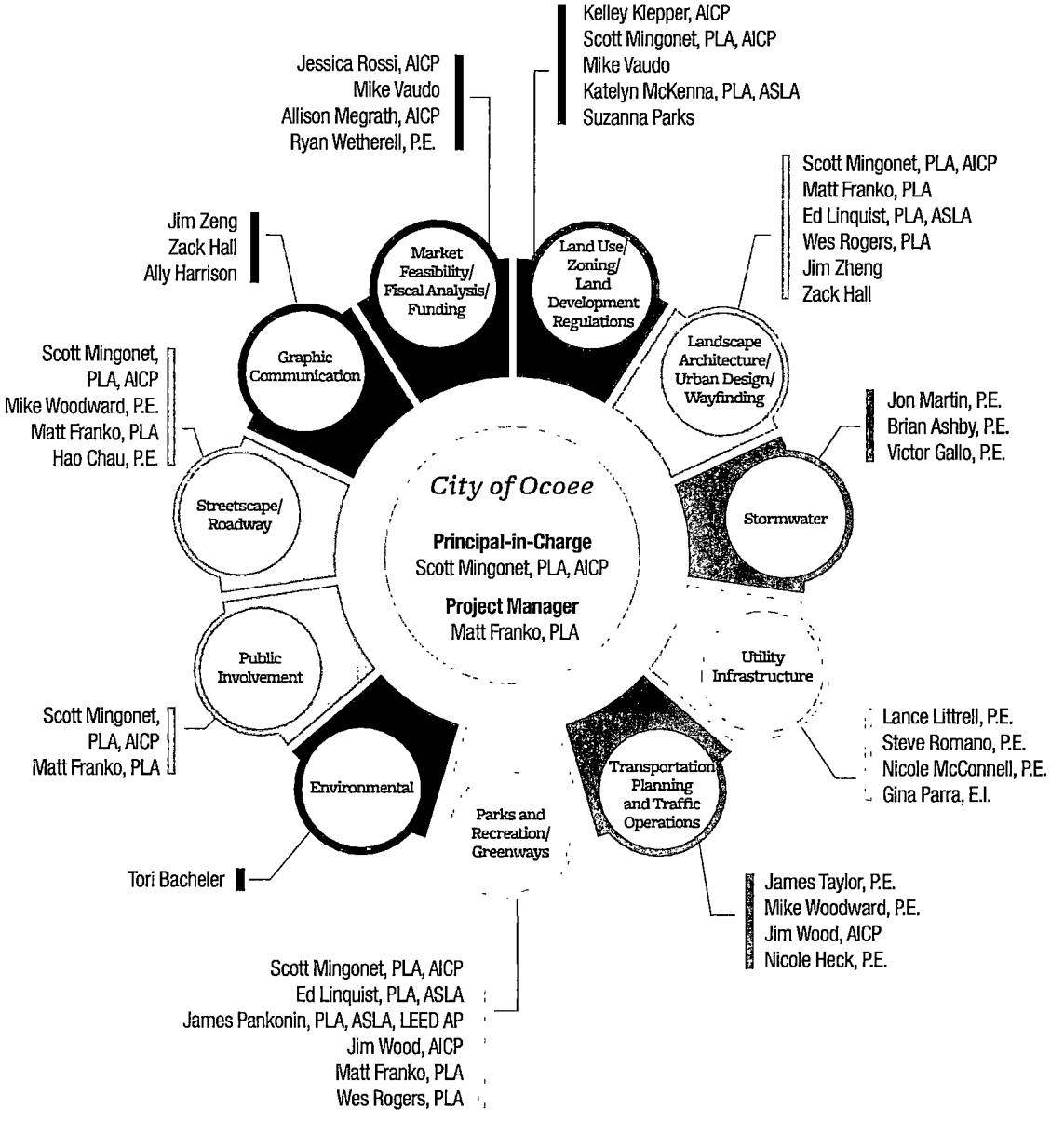




D. Firm's Key Employees, Qualifications, and Role in Providing Desired Services

The City of Ocoee needs a consultant team that can navigate the responsibilities and challenges presented by this contract with a clear, visionary approach, as well as a proactive partner who is familiar with the City's needs and goals. Kimley-Horn's longstanding experience with similar projects and communities throughout Florida provides you with unmatched service, responsiveness, and essential local knowledge. Our employees are sincere, reliable, and professional with proven experience to develop cost effective and long-term solutions to your needs. We are confident that we can offer you quality customer service with the most beneficial outcome, and we sincerely want to serve you on this important contract.

Our organizational chart, listing of key staff members, and additional team capabilities are provided on the following pages.





Scott Mingonet, PLA, AICP | Principal-in-Charge
Years of Experience: 31; Years with Kimley-Horn: 31

Scott has a broad range of experience as a landscape architect and planner. Throughout his 31-year career with Kimley-Horn, he has been integral in developing the firm's landscape architecture and land planning practice. Because of the firm's foundation in transportation and land development, Scott has been able to apply that knowledge base to creatively affect both public- and private-sector projects ranging from mixed-use master plans to municipal redevelopment strategies. His unique skill set includes his ability to balance a pleasing visual master plan and distinctive sense of place with an understanding of implementation issues such as transportation network and infrastructure demands.



Matt Franko, PLA | Project Manager
Years of Experience: 8; Years with Kimley-Horn: 8

Matt has over eight years of experience as a Landscape Architect with Kimley-Horn. Matt is involved in all aspects of landscape architecture from design through construction. Matt's expertise includes municipal roadway landscape design, tourism industry area development, amenity space/park design, stormwater park design, site design/planning, irrigation design, arboriculture, and project imaging. Matt has contributed to the design of large scale, high-end projects that are intended to be regional destinations for locals and tourists alike. He has also worked on commercial projects that entail accurately accounting for all aspects of jurisdictional requirements and provides landscape architecture services to a multitude of municipal clients ranging from local jurisdictions to state-wide agencies.



Kelley Klepper, AICP | Land Use/Zoning/Land Development Regulations
Years of Experience: 28; Years with Kimley-Horn: 15

Kelley has 28 years of planning, development, and redevelopment experience. He has extensive experience working with local government agencies, master planning and plan implementation, community redevelopment agencies, and development/redevelopment projects. Kelley also has extensive knowledge of land use and entitlements planning, development-related issues, public policy, parks and open space planning, comprehensive planning, budgeting, funding coordination, urban growth boundaries and management, urban design, transportation demographics and population projects, and form-based code training. Kelley is experienced with coordinating and conducting public meetings and presentations, including public involvement plans and visioning. He also has a thorough knowledge of developments of regional impact (DRIs), land development codes, zoning ordinances, and small area plans.



Mike Vaudo | Land Use/Zoning/Land Development Regulations; Market Feasibility/ Fiscal Analysis/Funding
Years of Experience: 10; Years with Kimley-Horn: 7

Mike is an urban and transportation planner who brings specialized expertise in writing, editing, document design, and branding to the planning process, including comprehensive plan updates and other major projects. His background in communications has contributed to his support of multiple public involvement efforts for municipalities, MPO/TPOs, and other agencies. Mike provides technical writing, editing, and document design support on a variety of Kimley-Horn's major projects. He has been involved in a number of projects across the state, including recent experience on the Congestion Management Process documents for both the Heartland Regional TPO and the Hernando-Citrus MPO. His public involvement experience includes neighborhood meetings during the City of Winter Park's visioning process and public meetings for SR A1A Multimodal Improvement Corridor Planning and Engineering Analysis for FDOT District Five. His responsibilities include working with project managers to coordinate, write, and edit proposals and project deliverables; assisting in the direction of presentations; and overseeing final production of project graphics. He has also spearheaded several winning award submittals to the Florida Institute of Consulting Engineers for their Excellence in Engineering competition as well as to the Florida Chapter of the American Society of Landscape Architects for their annual Design Awards.



Ed Linquist, PLA, ASLA | **Landscape Architecture/Urban Design/Wayfinding; Parks and Recreation/Greenways**

Years of Experience: 39; Years with Kimley-Horn: 1

Ed has more than 39 years of experience in landscape architecture, urban design, and comprehensive planning. He specializes in translating visionary ideas into successfully implemented project designs with a focus on showcasing the relationship between landscape, architectural form, nature, and the inherent holistic qualities of a site. His project experience runs the gamut from conceptualization to implementation and he has led numerous multidisciplinary teams in adapting complex development programs into functional environments that enhance the user experience and result in client success.



Katelyn McKenna, PLA, ASLA | **Land Use/Zoning/Land Development Regulations**

Years of Experience: 5; Years with Kimley-Horn: 5

Katelyn has five years of experience in planning, landscape architecture, land use, urban design, and community redevelopment. Her software experience includes AutoCAD, Google SketchUP, Adobe Creative Suite, Lumion, and GIS. Most recently, Katelyn provided professional design services for the City of Groveland in anticipation for the realignment of SR 50 as it creates a "bypass" around the historic downtown within the City. Tasks include assisting with Overlay Zoning Code Development for the Downtown District and other adjacent redevelopment areas, opportunities to create a public/private partnership (P3) or Construction Manager at Risk (CMAR) to construct the FDOT SR 50 project ahead of state funded process, and opportunities to realign the South Lake Trail as currently proposed within the Downtown.



Wes Rogers, PLA | **Landscape Architecture/Urban Design/Wayfinding; Parks and Recreation/Greenways**

Years of Experience: 4; Years with Kimley-Horn: 4

Wes is a landscape architect with more than four years of diversified experience working closely with public and private clients. His work includes park conceptual design and master planning, recreation trails planning, wayfinding/ signage design, and project implementation including urban design, resort projects, streetscape, and large scale commercial. His projects have included civic hubs, parks, destination retail, multi-family communities, and urban infill development. Throughout these projects, Wes has provided site design, graphic design, 3-D modeling and visualization, construction document preparation, cost estimating and project management.



Jon Martin, P.E. | **Stormwater**

Years of Experience: 26; Years with Kimley-Horn: 21

Jon has 26 years of experience in civil engineering and project management for private and public land development projects, including stormwater, utilities, site layout, grading, and permitting. He has extensive knowledge of permitting through various review agencies across Florida, including the Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT). His skill set also includes wastewater pump stations, horizontal directional drilling, areawide hydraulic modeling, wastewater force mains, finished water mains, wastewater pipeline rehabilitation, utility master planning, reuse distribution and storage, construction phase services, system startup services, stormwater master planning, floodplain management, water quality design, GIS, ICPR modeling, community rating system, MODRET, and stormwater compliance.



Brian Ashby, P.E. | **Stormwater**

Years of Experience: 10; Years with Kimley-Horn: 10

Brian is a registered professional engineer with more than 10 years of experience in civil and water resources engineering including site layout and design, drainage analysis, mater planning, stormwater management, water quality assessments, erosion and sedimentation control design, permitting assistance throughout the State of Florida, and construction phase services. Brian has extensive knowledge of permitting through various review agencies across Florida, including the Florida Department of Environmental Protection, FDOT, St. Johns River Water Management District, and various other municipal entities. Brian's water resources skill set includes stormwater master plans, hydrologic and hydraulic modeling, stormwater compliance, flood control design, water quality projects, floodplain mapping, infrastructure inventory and maintenance, stormwater management system design, permitting, construction observation, GIS, ICPR modeling, and stormwater services.



Victor Gallo, P.E. | **Stormwater**
Years of Experience: 20; Years with Kimley-Horn: 2

Victor has 20 years of experience in stormwater design. He has designed many roadway storm sewer systems and numerous stormwater management facilities for rural, urban, and interstate projects across Florida. Victor has completed various cross-drain culvert designs for small waterways, including channel modeling and bridge scour analysis. He has also coordinated extensively with various Florida water management districts and environmental regulatory agencies to obtain construction permits.



Mike Woodward, P.E. | **Streetscape/Roadway; Transportation Planning and Traffic Operations**
Years of Experience: 17; Years with Kimley-Horn: 16

Mike is a transportation engineer with 17 years of experience, specifically corridor and arterial investment studies, bicycle and pedestrian planning, signal system retiming, as well as transit facility analyses. He has a solid knowledge of HCS, Synchro, and SIDRA software, and experience with MicroStation, AutoCAD, and GIS. His recent project experience includes serving as project manager for the A1A Multimodal Corridor Planning and Engineering Analysis. In addition, he serves as project engineer for several Kimley-Horn's General Planning and/or Traffic Engineering Consultant Services contracts for clients including Osceola County, FDOT, the Town of Windermere, and Port Canaveral. Mike has been responsible for elements of Transportation Element Updates, Townwide Analyses, Citywide Analyses, and Sub-Area Analyses, as well as prioritization of county and city roadway, transit, and multi-modal projects.



Hao Chau, P.E. | **Streetscape/Roadway**
Years of Experience: 21; Years with Kimley-Horn: 21

Hao has 21 years of experience designing and managing a wide range of transportation design projects including multi-modal improvements, milling and resurfacing, widening and reconstruction projects. His roadway engineering experience includes feasibility studies, PD&E studies, roadway design, drainage design, plans production, plans review, permitting, bidding assistance, Local Agency Program (LAP) projects, public and private partnership projects and construction phase services. He is an expert on multi-modal enhancements, safety and efficiency improvements, Complete Streets, and pavement rehabilitation. He has designed or managed all of the planning and engineering activities required for a successful roadway project. Hao is certified in FDOT's TRNS*PORT System, Long Range Estimates System (LRE), Specifications Package preparation and Advanced Work Zone Traffic Control.



Jim Wood, AICP | **Transportation Planning and Traffic Operations; Parks and Recreation/Greenways**
Years of Experience: 24; Years with Kimley-Horn: 2

Jim has more than 24 years of multi-modal planning experience. His areas of expertise include long-range planning, program administration, project implementation, policy analysis and development, collaboration, and community engagement. Jim has led state level planning efforts for FDOT, where he most recently served as Chief Planner, and FDEP. He has extensive experience leading programs, teams, and planning efforts through complex dynamics to successful outcomes. He oversaw the staff and consultant teams for the East Central Florida Corridor Task Force, the I-75 Relief Task Force, and the 2015 update to the Florida Transportation Plan.



Lance Littrell, P.E. | **Utility Infrastructure**
Years of Experience: 19; Years with Kimley-Horn: 4

Lance has 19 years of experience concentrated in the mechanical arena of the environmental engineering field. His experience includes the design, project management, construction oversight, and fabrication of reverse osmosis and ultrafiltration water treatment plants for municipal utilities. In addition, Lance serves on the Board of Directors of the Southeast Desalting Association (SEDA) and was the recipient of one of its 2015 Distinguished Service Awards. Lance has worked closely with the leadership of FDEP's Drinking Water Program to develop guidance for FDEP's administration of chlorine dioxide to be used as a pioneering alternate disinfectant to chlorine or chloramines.



Nicole McConnell, P.E. | **Utility Infrastructure**
Years of Experience: 15; Years with Kimley-Horn: 5

Nicole is a civil engineer with more than 15 years of work experience as a utility engineering consultant in Central Florida. Nicole has worked in the Central Florida market for her entire career and has provided consulting services to numerous local clients. She has managed multiple design projects, ranging from small community distribution systems, to wastewater facility evaluation studies, to large treatment facility designs. Nicole has worked on all aspects of master plans in her career and all types of CIP projects from planning and design, through bidding, permitting, and construction administration services. Nicole's experience includes wastewater treatment plant design involving technical design of influent screening and grit removal systems, odor control systems, pump stations, process basins, filtration, disinfection, and solids handling facilities. Her pipeline design experience includes the design of potable, reuse and wastewater pipelines up to 42 inches in diameter and up to 20,000 linear feet.



Steve Romano, P.E. | **Utility Infrastructure**
Years of Experience: 24; Years with Kimley-Horn: 5

Steve is a civil engineer with more than 24 years of experience. He has prepared all types of utility plans from full master plans and facilities plans to small facility studies. He has worked on master plans for the cities of Winter Springs, Casselberry, Eustis, Mount Dora, and Volusia County, as well as for Sanlando Utilities, Lake Utility Services, Alafaya Utilities (now Oviedo), Liberty Utilities, and FGUA. These plans included water plans, wastewater plans, reclaimed water plans, process studies, distribution studies, collection/transmission studies, and disinfection byproduct studies. These studies often included hydraulic modeling. Steve is a certified master modeler using Bentley's WaterCAD software, proficient using SewerCAD, and has some familiarity with other specialty modeling software such as HAMMER.



James Taylor, P.E. | **Transportation Planning and Traffic Operations**
Years of Experience: 21; Years with Kimley-Horn: 5

James has more than 21 years of experience in transportation planning and traffic engineering for both public- and private-sector clients. His areas of expertise include traffic impact analysis, traffic operations, travel demand modeling, microsimulation, long-range planning, impact fee studies, and land entitlement/development processes. He has conducted or managed more than 100 studies of varying scope to include concurrency evaluation, comprehensive plan amendments, traffic volume forecasting, capacity/operational assessment, access management, toll feasibility, PD&E, IJR/IMR parking studies, corridor studies, signal warrant/design, proportionate fair share calculations, mitigation strategies, multimodal planning, and public meeting presentations. His broad experience includes DRI applications and Master Plan/Comprehensive Plan Amendments for some of the largest projects proposed in Florida, including American Dream Miami, the Destiny Project, and the East Lake Tohopekaliga DRI Area.



Nicole Heck, P.E. | **Transportation Planning and Traffic Operations**
Years of Experience: 8; Years with Kimley-Horn: 8

Nicole is a transportation engineer with eight years of technical experience in analysis and design software, including Synchro, GIS, AutoCAD, MicroStation, CUBE, and CORSIM. Her professional experience covers many aspects of transportation engineering with a specialty focus on signing and pavement marking layouts, signalization design and modification, intelligent transportation systems design, signal warrant analyses, traffic and safety studies, and operational traffic studies.



James Pankonin, PLA, ASLA, LEED AP | **Parks and Recreation/Greenways**
Years of Experience: 16; Years with Kimley-Horn: 16

James has over 16 years of landscape architecture experience. He is a LEED Accredited Professional with a thorough knowledge of the design process from conceptual design through construction documents. His project experience includes master planning and programming, parks and recreation design, site planning, streetscape design, amenity center programming and design, custom hardscape design and detailing, construction phase services, project team coordination, and preparation of presentation graphics. He has worked within county regulations to implement low impact development practices (such as bioswales and rain gardens) to capture and treat stormwater runoff.



Tori Bacheler | **Environmental**
Years of Experience: 8; Years with Kimley-Horn: 5

Tori has eight years of experience working with state and federal agencies conducting endangered species surveys, delineating wetlands, designing wetland mitigation and restoration areas, and permitting projects throughout Florida. She has extensive experience gathering fisheries data using gill nets, crab traps, minnow traps, bottomless lift nets, hook and line, PIT tagging, surgically inserted acoustic tags, extraction and reading of otoliths. She also has experience capturing birds using mist-nets and landing nets and experience capturing small to medium-sized mammals using a variety of live traps. Her software expertise includes ArcGIS (ArcMap), SAS, PRIMER, and FAMS. Tori has Advanced SCUBA Diver certification with 100+ logged dives and certifications in Cavern Diver, Nitrox, and pending certification with the American Academy of Underwater Sciences (AAUS).



Allison Megrath, AICP | **Market Feasibility/Fiscal Analysis/Funding**
Years of Experience: 28; Years with Kimley-Horn: 3

Allison has 28 years of experience in land use planning and zoning, project management, industrial site certification, stakeholder engagement, regulatory compliance, grant writing and administration, and economic development. Allison has a passion for assisting rural communities and has successfully secured grants from the Florida Department of Economic Opportunity. Allison also has extensive experience with many other traditional and non-traditional funding programs such as Community Development Block Grants, USDA funding, and economic development grants. Allison has also assembled a database of nearly 400 grant and loan funding programs. Allison managed consultant teams on 2,000+-acre projects in North Central Florida and Georgia to advance the sites for industrial development. She nurtures and develops strategic partnerships to create project momentum and support. Allison is very familiar with industrial site certifications, such as CSX Select Site, McCallum Sweeney Consulting Mega Site Certification and Georgia Ready for Accelerated Development (GRAD) certification.



Ryan Wetherell, P.E. | **Market Feasibility/Fiscal Analysis/Funding**
Years of Experience: 18; Years with Kimley-Horn: 16

Ryan has 18 years of experience involving transportation planning and traffic operations and engineering. His experience includes working with both public and private clients on various traffic and transportation studies, including assessment of current and future transportation needs, design traffic analyses, development of concurrency systems, corridor studies, access and circulation evaluations, parking analyses and design, and expert witness assignments. Because many of Ryan's projects are community focused, Ryan has extensive experience with stakeholder and community engagement; working extensively with community partners, public stakeholders, and agency staff to ensure their concerns are heard and that the project team addresses the questions they have.



Jessica Rossi, AICP | **Market Feasibility/Fiscal Analysis/Funding**
Years of Experience: 17; Years with Kimley-Horn: 9

Jessica Rossi has 17 years of experience in planning, economic development, and land use analysis. She has participated in comprehensive, small area, and corridor planning assignments; fiscal impact analyses; and market studies for proposed multi-family, mixed-use, and office developments. Her extensive GIS mapping experience provides clients with detailed insights into demographic and development trends. Jessica has directed more than 30 private-sector real estate market analyses in a variety of markets, including North Carolina, South Carolina, Georgia, and Texas. Her projects have included market-rate and student multi-family; multi-tenant and medical office; mixed-use; and redevelopment and urban infill sites. Her experience also includes the preparation of land development ordinances.

E. Firm's and Employee's Certifications and Registrations

Firm Certifications and Licenses

State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 24, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of April, 2021

Secretary of State

Tracking Number: 6274349232CU

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

https://services.sunbiz.org/Filing/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor — Halsey Beshears, Secretary — Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT BUSINESS HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

KIMLEY-HORN AND ASSOCIATES INC
421 FAYETTEVILLE STREET
SUITE 600
RALEIGH NC 27601

LICENSE NUMBER: LCC000219
EXPIRATION DATE: NOVEMBER 30, 2021
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

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

License No.: LB696
Expiration Date February 28, 2023

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

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

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

Staff Certifications and Licenses

Ron DeSantis, Governor — Halsey Beshears, Secretary — Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MINGONET, MILTON SCOTT
189 SOUTH ORANGE AVENUE
SUITE 1000
ORLANDO FL 32801

LICENSE NUMBER: LA0001428
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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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FRANKO, MATTHEW TAYLOR
9672 BRYANSTON DRIVE
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B. KELLEY KLEPPER

HAS QUALIFIED AS A
MEMBER
AMERICAN INSTITUTE OF CERTIFIED PLANNERS

JULY 1999
DATE OF MEMBERSHIP

PRESIDENT

EXECUTIVE DIRECTOR

Licensee Details

Licensee Information

Name:	LINQUIST, EDWIN MOORE (Primary Name)
Main Address:	3116 PLAYERS VIEW CIRCLE LONGWOOD Florida 32779
County:	SEMINOLE
License Mailing:	
LicenseLocation:	

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA0001380
Status:	Current,Active
Licensure Date:	10/16/1990
Expires:	11/30/2021

Special Qualifications	Qualification Effective

Alternate Names

Ron DeSantis, Governor — Halsey Beshears, Secretary — Florida dbpr

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MCKENNA, KATELYN NICHOLE
709 E RIDGEWOOD ST
ORLANDO FL 32803

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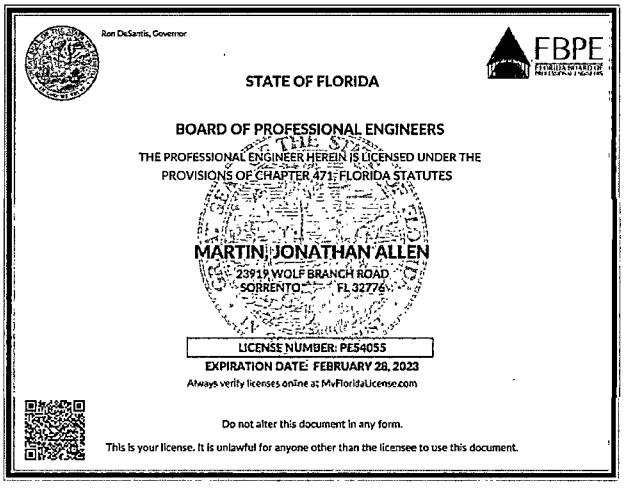
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ROGERS, WESTON MICHAEL
4020 LAKE UNDERHILL RD APT L
ORLANDO FL 32803

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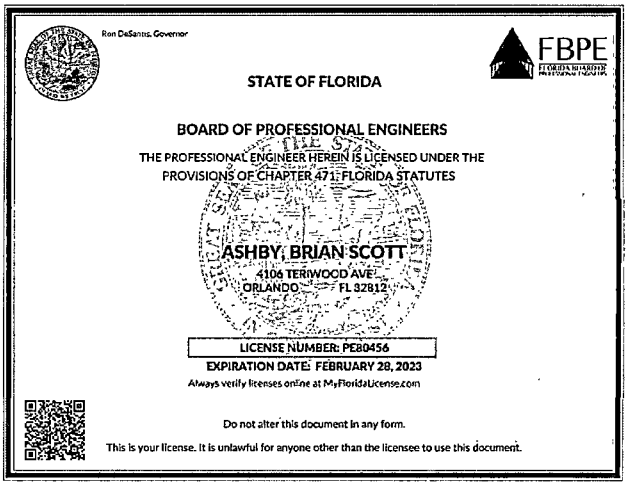
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MARTIN, JONATHAN ALLEN
23919 WOLF BRANCH ROAD
SORRENTO FL 32776

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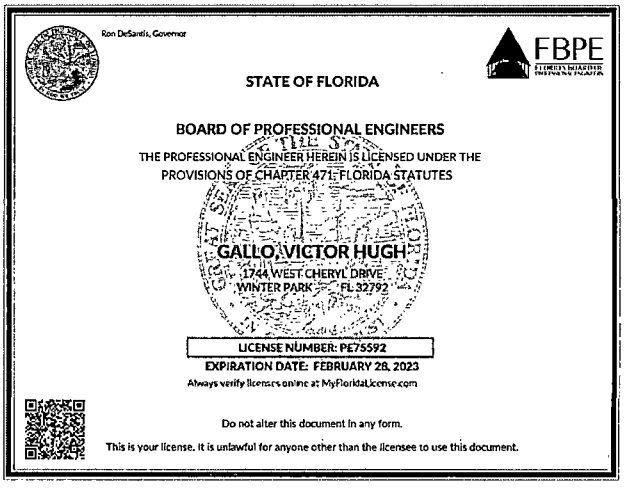
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ASHBY, BRIAN SCOTT
4106 TERIWOOD AVE
ORLANDO FL 32812

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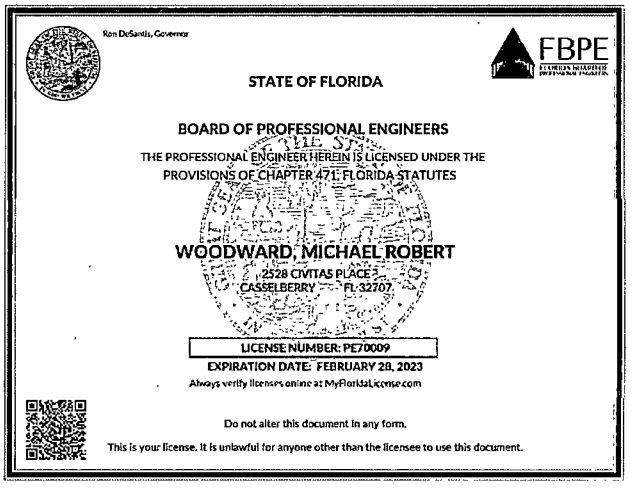
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GALLO, VICTOR HUGH
1744 WEST CHERYL DRIVE
WINTER PARK FL 32792

LICENSE NUMBER: PE75592
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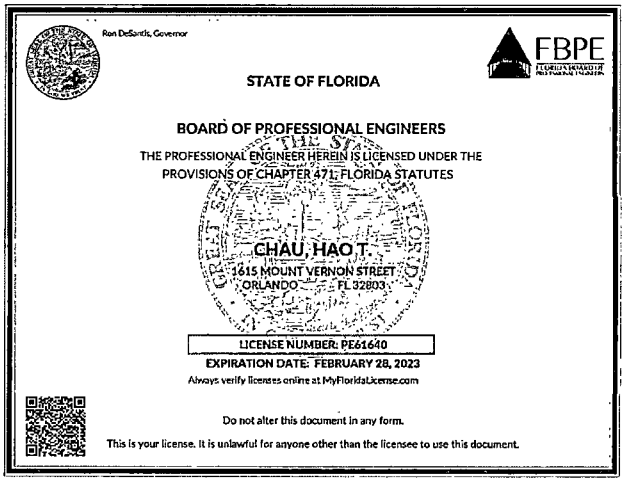
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WOODWARD, MICHAEL ROBERT
2528 CIVITAS PLACE
CASSELBERRY FL 32707

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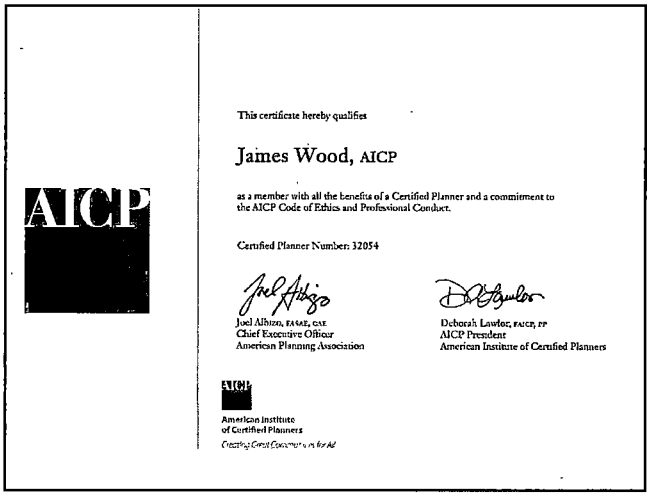
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CHAU, HAO T.
1615 MOUNT VERNON STREET
ORLANDO FL 32803

LICENSE NUMBER: PE61640
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AICP

This certificate hereby qualifies

James Wood, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 32054

Joel Albizo, FAIAE, CAE
Chief Executive Officer
American Planning Association

Deborah Lawlor, FAICP, PP
AICP President
American Institute of Certified Planners

American Institute of Certified Planners

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LITTRELL, LANCE ROBERT
1539 BAYBEND LANE 1
ORLANDO FL 32828

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MCCONNELL, NICOLE ERICA
189 SOUTH ORANGE AVE
SUITE 1000
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ROMANO, STEPHEN NEIL
495 PLANTATION ROAD
MERRITT ISLAND FL 32952

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TAYLOR, JAMES MICHAEL
8258 NORTHLAKE PARKWAY
ORLANDO FL 32827

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HECK, NICOLE RAE
189 SOUTH ORANGE AVENUE
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The Professional Institute of the American Planning Association

hereby qualifies

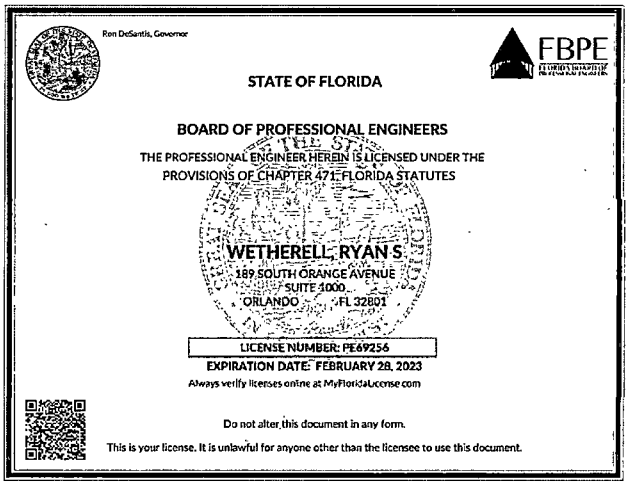
Allison D. Megrath

as a member
with all the benefits
of a Certified Planner and
responsibility to the
AICP Code of Ethics
and Professional Conduct.

Certified Planner Number: 019583

January 10, 2005

PRESIDENT — EXECUTIVE DIRECTOR



Ron DeSantis, Governor

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WETHERELL, RYAN S.
189 SOUTH ORANGE AVENUE
SUITE 1000
ORLANDO FL 32801

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The Professional Institute of the American Planning Association

hereby qualifies

Jessica L. Sick

as a member
with all the benefits
of a Certified Planner and
responsibility to the
AICP Code of Ethics
and Professional Conduct.

Certified Planner Number: 021531

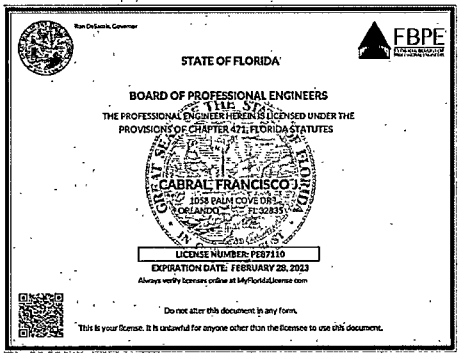
March 23, 2007

PRESIDENT — EXECUTIVE DIRECTOR

F. Firm's Sub-consultants, Qualifications, and Role in This Project

Cabral Engineering Inc. | *Electrical Engineer*

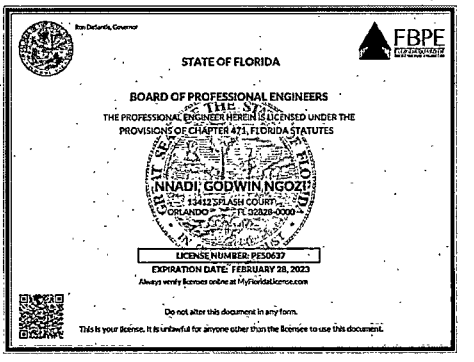
Cabral Engineering Inc was established in 2019 as an engineering company performing electrical (Power and Communications) and Mechanical Engineering for a variety of industrial, commercial, and government clients. Cabral Engineering Inc provides a core selection of engineering design services. They can help you visualize your project from evaluating utilities with energy impacts and operating costs to providing construction documents in the engineering disciplines of Electrical, Data/Communications, Mechanical, and Plumbing. The ability for their engineers to have constant communication across disciplines allows projects to flow smoothly thereby reducing the amount of time needed to complete each discipline. Additionally, Cabral Engineering Inc provides project management, as well as engineering and utility consulting to help you maintain a full grasp on your projects from "blue sky" to "as-builts".



Francisco Cabral, P.E. is an electrical engineer with over 25 years of experience in Utility systems, Telecom, Renewable Electric Energy Systems, Project Management and Facility Design Management. He is well versed in ETAP, SKM, CYME, Autocad, Bluebeam and BSTCad. Extensive Power systems studies work; Including DG Interconnection, Short circuit, Arc Flash, Protective Device Coordination, Ground Grid Design, and Ampacity. Francisco serves as President/ CEO of Cabral Engineering Inc. in Orlando, Florida.

Nadic Engineering Inc. | *Geotechnical Engineer*

Established in 2001 NADIC has spent years providing client-focused professional services in Geotechnical, Geo-Environmental, Construction Materials Testing and Inspection, Quality Control and Assurance services. Today, their clients represent the major industries and drivers of development: Arts & Entertainment, Education, Government, Property & Building, Transportation, and Water. This success is the direct result of their employee's commitment to innovation and quality.



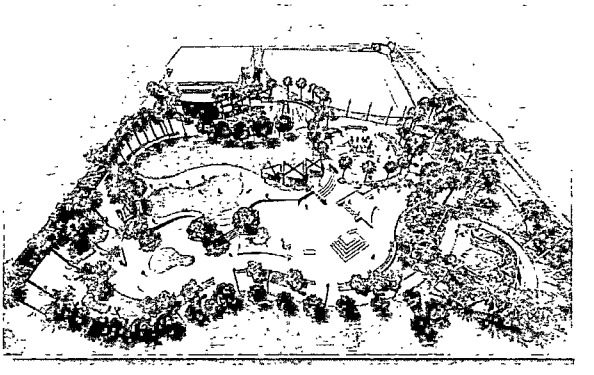
Dr. Godwin Nnadi, Ph. D., P.E. directs and manages NADIC's operations throughout Florida. He has more than 41 years of experience from geotechnical and geo-environmental engineering applications to various areas such as civil, transportation, industrial and environmental systems. He has authored and co-authored over 14 publications and was an adjunct professor at University of Central Florida, Civil & Environmental Department.

G. Similar Projects Within the Past Five (5) Years

Kimley-Horn's local Orlando office will serve as the primary office responsible for the actual production of the work related to this project to provide a strong local presence and maximize our local staff. From this location, we will work diligently; encouraging open communication to keep you informed about project activity and primary schedule achievements. We are committed to working as your partner, offering you the most effective level of communication to relay project issues, progress, and results that best serve your needs. We have the experience and expertise to rapidly respond to the City's needs and the ability to draw on additional statewide and, even national resources, if needed.

City Park Master Plan | Cape Canaveral, FL

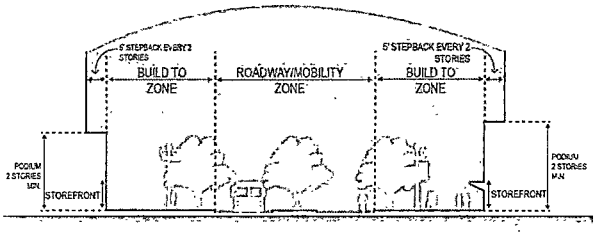
From the revitalization of a popular community park to the design and implementation of a downtown streetscape, we have successfully planned and implemented scores of landscape architectural projects throughout Florida and nationwide. We have become one of the premier planning, engineering, and landscape architectural firms in Florida.

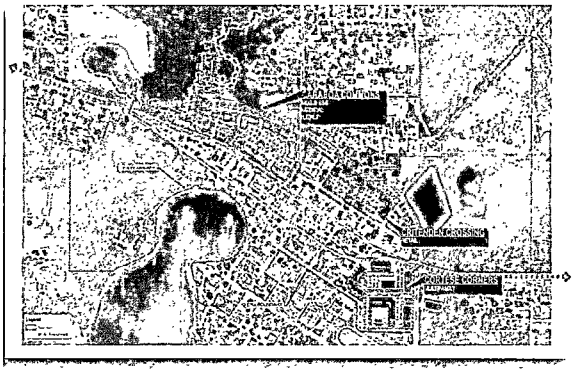


Kimley-Horn has a well-earned reputation for combining creative ideas, technical excellence, and client collaboration, resulting in dynamic projects that blend into their environments and become key components of the community fabric. We emphasize the development of a pleasing visual environment, meaningful themes, distinctive images, and strong sense of place, while remaining sensitive to your budget and long-term obligations.

Downtown Overlay District | Groveland, FL

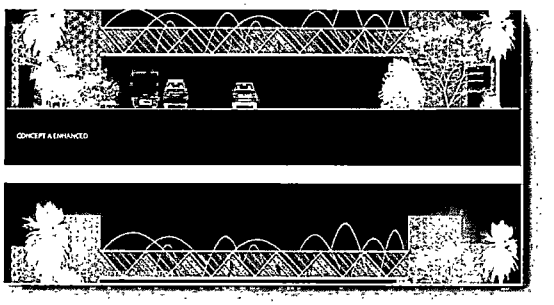
The Groveland Downtown Overlay district implements the City's vision for development with the downtown and CRA and along the proposed realignment of SR 50. The standards for the Downtown Overlay District were provided to create and support predictable and quality development form within the core of the City and attempt to address the relationship between the buildings and the public realm. Kimley Horn analyzed the City of Groveland's existing comprehensive plan language and land development regulation provisions and standards to identify existing provisions suitable for amendment. Kimley Horn identified new codes specific to the land development regulations that aimed to eliminate potential internal conflicts, ease future administration specific to code, identify opportunities to support the City's redevelopment efforts, and apply standard practices in the areas of zoning and site and development plan review. Kimley Horn prepared implementing regulatory district standards that addressed appropriate street and parking requirements, land use, lot types, build to lines, and civic spaces consistent with the City of Groveland Streetscape Master Plan. Kimley Horn also analyzed three "opportunity sites" concepts to demonstrate the potential of these identified sites. The concepts took into consideration the realignment of SR 50 and identified gateway features to draw people into the downtown and to potential destinations, businesses, and activity centers.





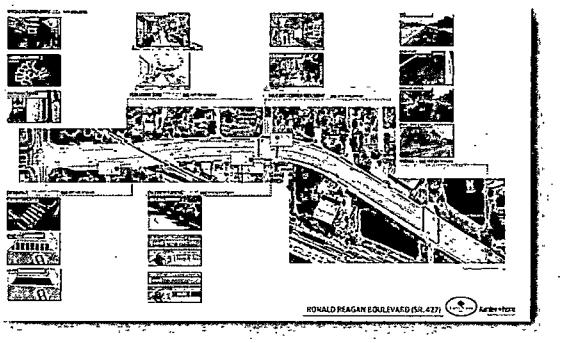


Osceola County Continuing Planning and Design Consultant Services | Osceola County, FL



Kimley-Horn provided a variety of transportation planning services to the County under this continuing contract. Assistance has included conducting the countywide data collection and analysis program, support for participation with MetroPlan Orlando, travel demand modeling and toll feasibility analysis for the Southport Connector, analysis and coordination with review agencies to support the approval of the County's Master Plan Districts, coordination with Florida's Turnpike Enterprise and the Orlando-Orange County Expressway Authority relating to potential Osceola Expressway Authority project, and assisted the County with the update of the Transportation Element of the County's Comprehensive Plan.

Continuing Professional Engineering Services Longwood, FL



Kimley-Horn was selected to perform professional engineering services (transportation) to include design, planning, permitting and review in accordance with the City of Longwood's 5-Year Transportation Capital Improvement Plan. This project includes multimodal improvements, a bicycle and pedestrian master plan, public involvement (meetings, workshops, newsletters), sidewalk, re-construction of curb ramps and installing crosswalks to meet ADA standards, safe routes to schools, connections to the regional Sun Rail station, on-street parking plans, bicycle lanes and all related signing, signaling, path, milling and widening associated with each project. Recent projects include Multimodal Improvements, CR427 (Ronald Reagan Boulevard) Design & Reconstruction, and the Bicycle and Pedestrian Master Plan.

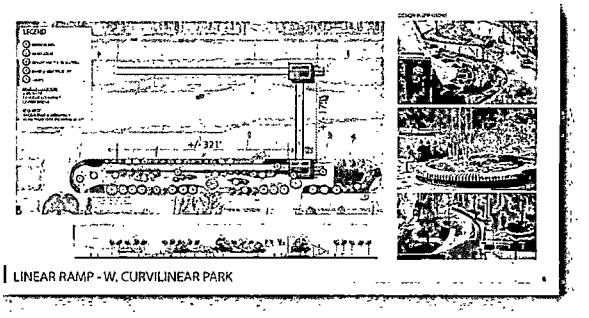
Continuing Professional Engineering Services | Maitland, FL

Kimley-Horn has been serving the City of Maitland for various tasks since 2007. Efforts have included providing technical assistance as the City evaluated proposed redevelopment of the prime two blocks of their downtown, preparing a Transportation Concurrency Exception Area (TCEA) comprehensive plan amendment for their downtown CRA, conducting the transportation and infrastructure analysis to support their Westside Redevelopment Plan, preparing their "Mobility Plan" to support a citywide TCEA (which was also modified to be consistent with 2011 HB 7207), and providing strategies to implement context-sensitive solutions for roadway designs in downtown Maitland. Our sensitivity to—and understanding of—local issues has allowed us to aid customized to the unique situations the City of Maitland has faced.

City of Maitland Comprehensive Plan | Maitland, FL

In 2019, the project received the Award for Outstanding Achievement in Innovation by the Florida Planning and Zoning Association and the Award of Merit by the American Planning Association in Florida.

The Kimley-Horn team worked with the City of Maitland on the review and update of the City's Comprehensive Development Plan (CDP) based on the evaluation and appraisal report (EAR). Kimley-Horn completed the community review, preliminary land use and population analysis, transportation and mobility analysis, infrastructure (water, wastewater, stormwater, lakes, etc.), and a review of the current Goals, Objectives, and Policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies. Kimley-Horn worked with the City to identify best practices in the field of Comprehensive Planning and developed a new approach to their land use designations and development. Kimley-Horn also worked with the City directly with the Florida Department of Economic Opportunity (DEO) as part of the state mandated review processes. The City adopted the CDP in 2019 and the Plan has since been recognized by the Florida Planning and Zoning Association (FPZA) for both a state planning award and also as session at their annual conference, and the Florida Chapter of the American Planning Association (FAPA) with a similar session at its annual conference. Kimley-Horn also updated the City GIS database with respect to the parcel based future land use map and related datasets.

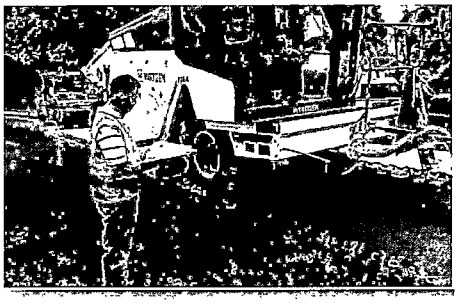


Continuing Traffic/Transportation Services | Osceola County, FL

Kimley-Horn has been providing continuing transportation engineering and transportation planning services to Osceola County since 2008. Under multiple contracts, we provided traffic engineering studies and design services for various locations and projects throughout the County. Projects to date include data collection and analysis, transportation planning services, development of regional impact reviews, and corridor studies for new roadways. We also assisted the County as they reevaluated their long-range transportation system needs with a focus on multimodal solutions. This effort led to a significant rewrite of the County's Comprehensive Plan. We also assisted in the master planning of several large districts within the County and conducted a feasibility study of creative solutions for the intersection of US 17/92 at Pleasant Hill Road.

Town of Windermere Continuing Professional Services

Windermere, FL

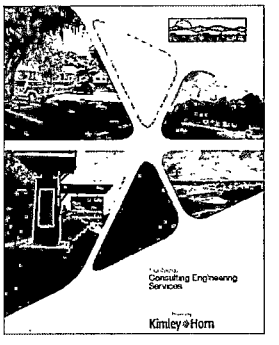


Kimley-Horn was selected to perform professional engineering services to include design, planning, permitting and review for the Town of Windermere. Specific projects include: Areawide Traffic Study; Multimodal and Safety Analysis; Sixth Avenue Feasibility Study; Park Avenue Improvements; Widening and Sidewalk Improvements; Conceptual Shared-Use Path; Multimodal Master Plan; 6th Avenue Sidewalk Feasibility and Design; Traffic Patten Plan; West Orange Regional Coalition; Roundabout Evaluation.

City of Oviedo Continuing Services Contract | Oviedo, FL

Kimley-Horn has recently begun work for the City of Oviedo under their continuing services contract. Oviedo has selected Kimley-Horn to update their wastewater treatment facility (WWTF) monitoring and operating protocol to reflect changes at their facility. The facility has benefited from Kimley-Horn's recommendations to run more effectively. Kimley-Horn is currently working with the FDEP to provide the City of Oviedo with an alternative analytical laboratory method for chlorine residual sampling. Additionally, Kimley-Horn has provided a pavement condition index study, as well as a site assessment and stormwater modeling report to the City following two stormwater structure washouts due to Hurricane Irma.

Town of Montverde Professional Consulting Services | Montverde, FL



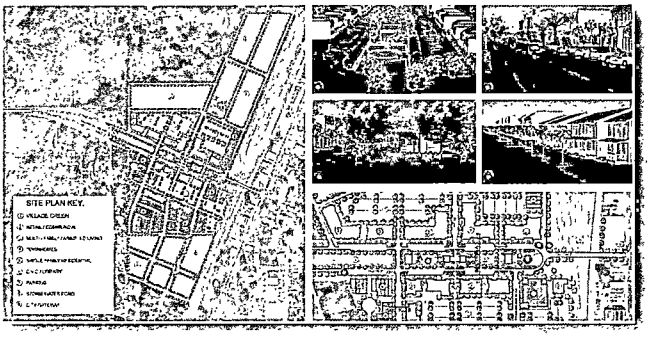
Kimley-Horn was selected to perform professional engineering services for the Town and to serve as their contracted Town Engineer. In this role we provide all levels of service for the Town including, design, development review, standards coordination, public outreach, capital planning assistance, and general engineering assistance in support of the Town's goals.

Wildwood CRA Unity, Enhancement and Redevelopment Action Plan

Wildwood, FL

In 2006, the Wildwood City Commission adopted the Finding of Necessity report including the newly expanded areas; expanded the boundaries of the CRA while adopting the modified Plan and modified the City's CRA Trust Fund, which set the base year for the expanded CRA area to the tax roll of 2006. As continued follow up efforts, Kimley-Horn is assisting the CRA with the creation of the Unity, Enhancement and Redevelopment Action Plan (UERAP). The Action Plan is to unify the Downtown district, create employment opportunities and bring vitality to specific areas of the City's core that need revitalization. The overall vision is to create a thriving, interconnected Downtown District that draws people in an encourages them to stay. The preliminary Downtown District may include the following:

- Village Green in the heart of the district
- Ground floor retail and overall commercial space concentrated along the Village Green
- Multi-Family/Assisted Living
- Townhomes
- Single Family redevelopment
- Civic/Library space
- Stormwater features for a regional stormwater facility



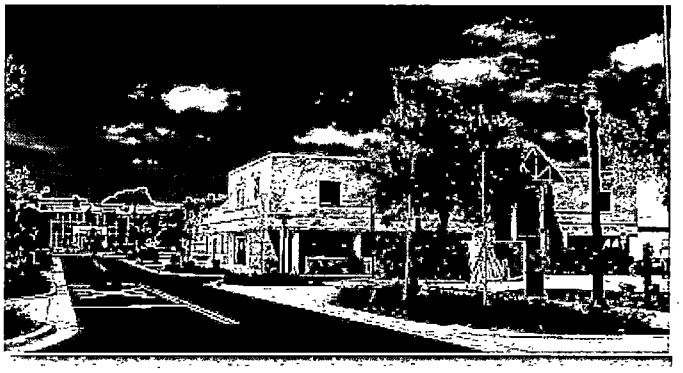
Wildwood General Engineering Services | Wildwood, FL



The Kimley-Horn team is providing general engineering and City Engineer consulting services for the City of Wildwood. Services include design of improvement plans for utility and roadway infrastructure, engineering inspection services, review of engineering plans and applications for development on behalf of the City, attendance at public hearings on behalf of the City, traffic planning services, public workshops, and GIS mapping services.

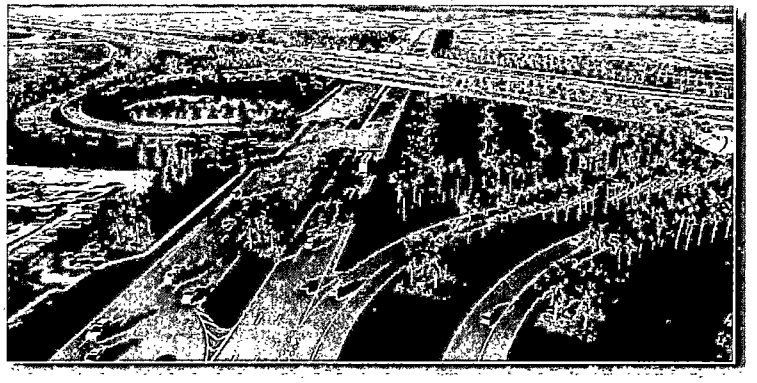
Kissimmee Continuing Services Contract for Professional Planning Consulting | Kissimmee, FL

Kimley-Horn provides engineering services for the City of Kissimmee on an ongoing basis. Services have included water and wastewater studies, planning, transportation/traffic operations, corridor planning, design, permitting, and construction phase services. Task orders include:



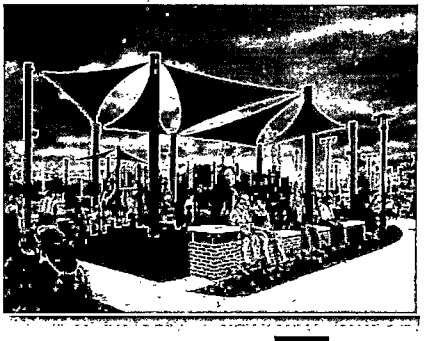
- Bicycle and Pedestrian Master/Implementation Plan
- Shingle Creek Pedestrian Bridge 3-D Renderings
- On-Call DRI Review
- Comprehensive Plan Update- Regional Water Supply Plan
- Impact of Complete Streets on Property Values
- Neptune Road Railroad Crossing Traffic Operation Evaluation
- On-Call Planning Review
- Clay Street Safety Assessment and Trail Feasibility Analysis
- Multi-Modal Transportation District (MMTD) Year 2017 Annual Update

FDOT District 5 On-Call Landscape Architecture Design Services | FDOT District 5



Kimley-Horn was recently selected for the Florida Department of Transportation District 5 On-Call Landscape Design Services contract. With the first four task orders underway, Kimley-Horn is preparing plans and specifications for the landscaping improvements of I-95 from .5 miles south of SR 44 to 1.5 miles north of US 92 in Volusia County. Most of the plantings will occur at the interchange locations, two overpass locations, and approximately two miles of mainline at various locations within the corridor. The interchange locations include I-95 and SR 44; I-95 and Taylor Rd. / Dunlawton Ave; I-95 and I-4; and I-95 and US 92; the two overpass locations include I-95 and Pioneer Trail and I-95 and S. Williamson Blvd. This will provide a high visual impact landscape with a distinctive sense of place along the I-95 corridor while producing the lowest design, construction and maintenance cost for the installed landscape elements.

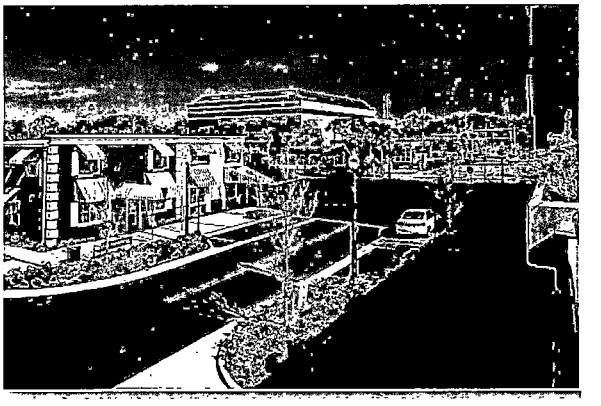
Kissimmee CRA Design/Build Consultant – Lakefront Redevelopment | Kissimmee, FL



Kimley-Horn was selected by the City of Kissimmee CRA as part of a design-build team to provide design and permitting services in conjunction with the redevelopment of the City's Lakefront Park. Kimley-Horn worked with a multi-faceted design team providing design services, including roadway design, structural design, drainage design, utility design, and street lighting design. In addition to the various design disciplines provided, Kimley-Horn provided structural assessments and recommendations on existing bulkhead and pier structures within Lake Tohopekaliga. Extensive environmental permitting was required with South Florida Water Management District and the Florida Department of Environmental Protection.



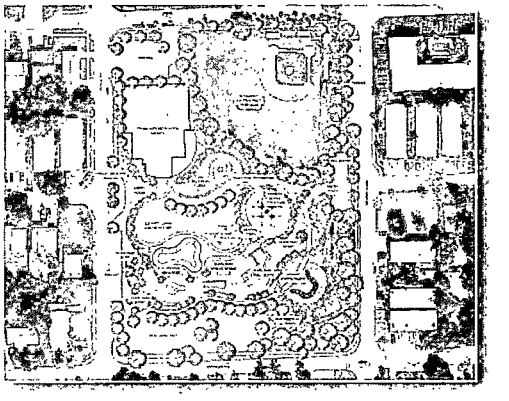
Phase 1 of this $34 million park improvement project included utility construction and streetscaping of the perimeter of the park. The project included new potable water lines, new re-use water lines, gravity sanitary sewer, force main, storm drainage, electrical conduit, concrete curb and gutter, concrete sidewalks with brick accents, clay brick roadway, landscaping, irrigation, lighting and signage.



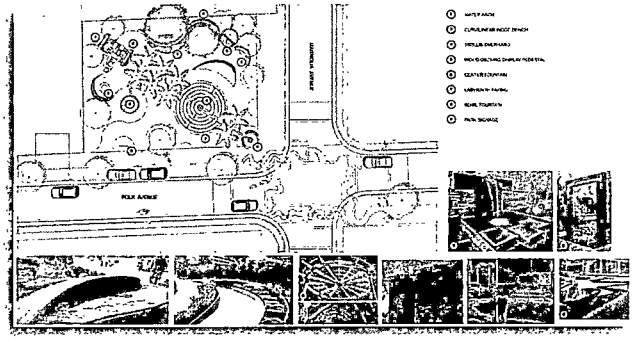
Phases 2 and 3 of the $34 million Kissimmee Lakefront Park project included construction of park features on the interior of the park. The features include a Florida wildlife-themed splash pad, two playground areas with rubberized ground surface and shade structures, an overwater bait shop/ restaurant, floating docks, multiple event lawns, 16 pavilion structures, rest room facilities, a concession stand, a plaza, a performance stage, extensive site lighting, park furniture, way finding signage, landscaping, site and retaining walls, and seawalls. This expansive park along Kissimmee's Lake Tohopekaliga also includes a concrete pier with two pavilion structures.

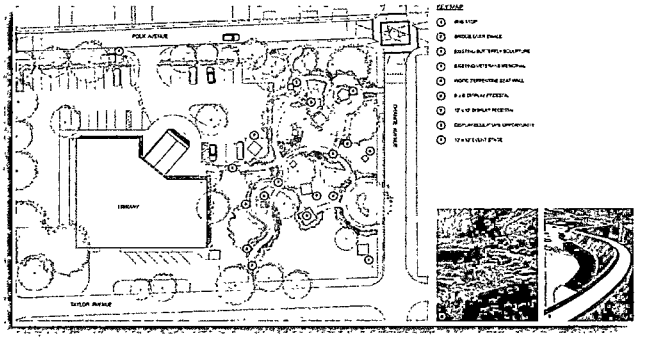
Continuing Services for City of Cape Canaveral | Cape Canaveral, FL

Kimley-Horn is working with the City of Cape Canaveral providing on-call consulting services. Multiple ongoing projects are linked together to produce a master plan for four major projects: City Park, Polk Avenue Streetscape, Whimsy Park, and Inspiration Park.



The **City Park Master Plan** includes a multigenerational community center and gym, skate park, splash pad, playground, pedestrian connectivity/internal sidewalks, pedestrian plaza areas, and a ball field. The City's overall community theme of "Sun, Space & Sea" is translated into the park program elements as well as the paving patterns and materials used throughout the park. The Polk Avenue streetscape includes improvements to North Atlantic Avenue/AIA (new City Hall site) and Ridgewood Avenue as well as an extension to the beach access. Multiple urban design solutions are being considered including creating "chicanes" or "Woonerfs" – (the shifting the travel lanes as a traffic calming measure and enhancing adjacent pedestrian ways). **Whimsy Park** incorporates existing sprawling oak trees with proposed sculpture or art work pads to accentuate the City's culture and create a peaceful leisure environment. The City is developing a partnership with local schools, universities and other agencies to create the "canvas" or "art pads" for future art work and a process to rotate the art work over time to create a vibrant changing park. **Inspiration Park** is one of multiple open space elements along Polk Avenue – the City's signature pedestrian-oriented street. Like Whimsy Park, this project builds on the City's branding, specifically – "The Space between Inspiration + Relaxation."





City of Cape Canaveral Zoning Code Amendments | Cape Canaveral, FL

Kimley-Horn team prepared an analysis and update of targeted portions of the City's Zoning Code specific to the Economic Opportunity Overlay District (EOOD), Shared Parking, Special Exceptions and Non-conforming uses. The EOOD analysis included the creation of a graphic identifying the proposed EEOD boundary expansion and a review of standards for consistency. While assessing the Shared Parking, Kimley-Horn compared the City's parking standards to five other communities in order to prepare a summary review matrix for the City and provide recommended parking standards. The Special Exception Assessment resulted in the recommendation to delete all uses under Special Exception except Pain Management Clinics and Medical Marijuana Centers while adding Sales and Service of Alcohol to the list.

City of Tavares Continuing Services Contract | Tavares, FL

Kimley-Horn has been serving the City of Tavares for the past year delivering water, wastewater and reclaimed engineering services to the City. Knowing Kimley-Horn's extensive utility qualifications, the City selected Kimley-Horn to design the Lake Eustis Drive septic tank conversion for the 63 homes within the neighborhood and connect to the nearby wastewater pump station.

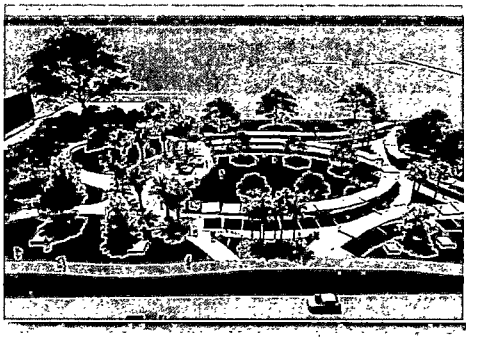


City of Tavares Comprehensive Plan Update | Tavares, FL

Kimley-Horn is currently working with the City of Tavares to review and update the City's Comprehensive Plan. Kimley-Horn has undertaken a comprehensive public outreach and community review, including a series of community workshops, land use and population analysis, a review of the current goals, objectives, and policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/ strategies. Kimley-Horn anticipates completing this update during the summer of 2020.

Rockledge Community Redevelopment Agency (CRA) Civic Hub Design | Rockledge, FL

The City of Rockledge selected Kimley-Horn to provide design services to develop a multi-use passive park for the public to use as a civic hub. This area will be utilized for various arts/crafts shows, farmers market, community rental venue and a place to create synergy with existing City Hall facilities and proposed development in the area. The primary project elements include vendor spaces, location or statue, amphitheater, open space for passive uses, supporting sidewalks and hardscape areas, and lighting. Landscape and hardscape features are being designed in a cohesive manner across the site to keep material, landscape options, conceptual special features, site furnishing, and gateway signs consistent throughout the park. Also, providing site plan renderings and construction documentation.



Barton Boulevard Streetscape | Rockledge, FL

Sponsored by the CRA, a $4.2-million facelift was completed in 2008 for two miles of Barton Boulevard, from US 1 on the east to Fiske Boulevard on the west. Barton Boulevard is a major city thoroughfare through the City of Rockledge on which City Hall and the Police Department are located. Streetscape improvements to Barton Boulevard are essential for the CRA to achieve its redevelopment goals.



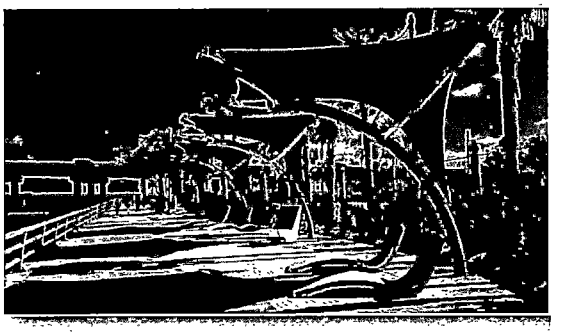
Kimley-Horn provided design services to improve traffic flow, add new decorative lighting and landscaping, contain a landscape median, improve pedestrian movements with new sidewalks and bike paths, upgrade drainage and stormwater management, install new mast arm traffic lights, add new infrastructure, and beautify the heart of the Redevelopment district. Kimley-Horn also worked with several agencies, such as the Florida Department of Transportation, St. Johns River Water Management District, and the FEC Railway.

Roy F. Kenzie Award for "Best Capital Project/ Beautification" - Florida Redevelopment Association.

In addition, the major intersection of US 1 and Barton Boulevard was improved as part of a multi-million-dollar Florida Department of Transportation (FDOT) road widening project. The City and CRA have contributed $1.5 million dollars for project enhancements which included: pedway, landscaping, lighting, and wayside stations.

Bradenton Downtown Development Authority Riverwalk | Bradenton, FL

Kimley-Horn completed the master planning process for the 1.25-mile-long riverfront area in Bradenton known as the Riverwalk. Project services included master planning, civil and landscape architecture construction documents, grants/ funding analysis, design development, stakeholder coordination, permitting, and construction phase services. The project has also included the facilitation of an extensive public involvement program to identify opportunities for enhancement to the existing Riverwalk, as well as features that would attract users to the waterfront (public art, Florida history garden, skate park, amphitheatre, active/passive recreation, playgrounds, and interpretive/historical signage) and completion of the unanimously-adopted master plan.



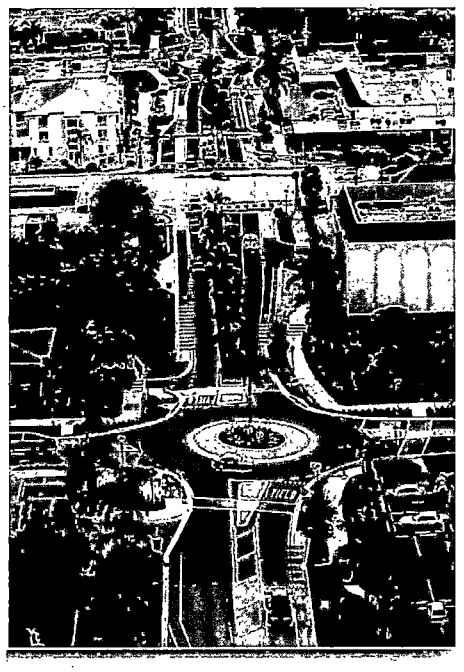
Awarded the top cultural and recreation project in the Tampa Bay Area by the Regional Planning Council and Best New Installation (Institutional/Public) by the Florida Nursery, Growers, and Landscape Association.

Bradenton Streetscape Design Consultant | Bradenton, FL

Kimley-Horn was awarded the streetscape master plan for the Bradenton Community Redevelopment Area (BCRA) which includes design improvements focusing on the pedestrian and streetscape experience. One of the primary goals of the project is to enhance the pedestrian experience and connectivity between the downtown and Riverwalk areas, to the Village of the Arts, a historic district consisting of live-work cottages and bungalows featuring galleries, restaurants and cafes. Kimley-Horn was hired to facilitate public engagement, visioning, development of master plan alternatives, and cost estimates. As part of the community outreach for this project, Kimley-Horn hosted an online survey, hosted information booths at the local farmers market, and facilitated stakeholder meetings including the downtown merchants association and farmer's market vendors. Kimley-Horn is now working on construction and permitting documents for the streetscape implementation focusing on 10 blocks to make the connection from downtown to the Village of the Arts. As part of this process, Kimley-Horn is closely collaborating with the selected construction manager to develop pricing and address any constructability concerns during the design process.

Naples Central Avenue Improvements | Naples, FL

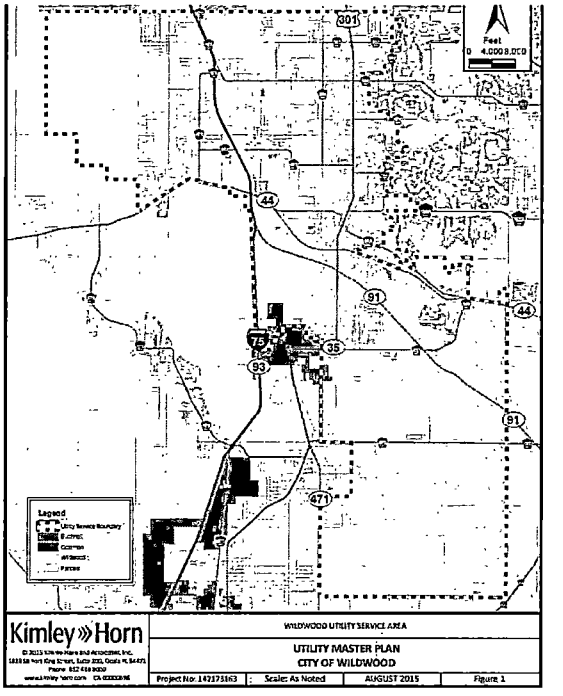
Kimley-Horn provided streetscape, intersection design, lighting design, and multimodal improvements for a half mile of Central Avenue between 8th Street and Riverside Circle. Detailed traffic modeling was utilized to fully assess laneage requirements and the resulting level of service from possible lane modifications. The goal of the project was to provide a safe, balanced approach for all modes of travel through the corridor, including motor vehicles, bicycles, and pedestrians. Roadway improvements included milling and resurfacing, drainage upgrades to reduce flooding, utility upgrades to increase water main size and add reclaimed water service, landscaping improvements, and signalization upgrades. Our team helped direct a public involvement program with local stakeholders and agency staff to obtain consensus from the community for the approved design concept. Permit coordination was required with FDOT and Collier County for pavement, drainage, and signalization enhancements at the intersections of Central Avenue with US 41 and Goodlette-Frank Road.





Utility Master Plan | Wildwood, FL

The City of Wildwood anticipated significant growth in the Wildwood area over the next 20 years. This growth provided the City with the opportunity to expand the existing utility systems to provide potable water and sanitary sewer services to new customers. In response to this anticipated future demand, the City planned to improve and expand the utility infrastructure to adequately meet future demands. This master plan and accompanying hydraulic modeling was assembled to assist the City with identifying and selecting capital improvement projects to efficiently and cost-effectively meet the demands of current and future residents. The primary objective of the utility master plan was to assess the performance of the existing potable water, sanitary sewer, and reclaimed water systems currently owned and operated by the City of Wildwood and plan for system improvements/expansion needed to meet the anticipated 5-, 10-, and 20-year demands.



Maitland Stormwater/Lakes Management Plan (SLMP) Update | Maitland, FL

Kimley-Horn expanded and updated on the previously adopted and implemented the 2006 SLMP. Kimley-Horn reviewed new lake water quality data, as well as previously acquired data, and evaluated the City's lakes' current water quality and associated trends. Kimley-Horn also reviewed the City's current stormwater Best Management Practices (BMPs) and proposed new BMPs, where applicable. Kimley-Horn then ranked the lakes by water quality and federal and state criteria to determine a plan of action for the City. Once the lakes had been evaluated and ranked by priority, the BMPs proposed for each lake were also ranked based on criteria such as total cost, effectiveness, location, etc. Kimley-Horn also evaluated the City's funding of stormwater BMPs and lake monitoring programs and updated the City's Capital Improvement Program (CIP) to incorporate newly proposed projects. In addition, Kimley-Horn attended meetings with the Lake Advisory Board (a group of residents that live within the City that have an interest in the City's lakes) and presented our evaluation of the City's lakes. Lastly, Kimley-Horn presented the final SLMP at a City Council meeting for possible adoption by the City.



H. List of Client References

Kimley-Horn is proud of the relationships we have developed with our clients, and much of our success over the last five decades is directly related to our efforts to perform high quality, timely services for all our clients. We invite you to contact our references; these individuals will tell you that we listened to their needs, met their schedules, accomplished their missions, and delivered results.

City of Tavares

Jason Dillon | *Public Works Director*
Phone: 352.455.7718
jdillon@tavares.org

City of Groveland

Dan Murphy | *CRA Manager/Economic Development*
Phone: 352.429.2141, Ext. 210
dan.murphy@groveland-fl.gov

Osceola County

Christina Morris | *CRA Director*
Phone: 407.742.4207
christina.morris@osceola.org

City of Longwood

Chis Kintner, AICP | *Interim Director, Community Development Services*
Phone: 407.263.2320
ckintner@longwoodfl.org

City of Winter Park

Bronce Stephenson | *Director*
Phone: 407.599.3665
bstephenson@cityofwinterpark.org

City of Ocoee
Continuing Planning
and
Landscape Architecture
Services

RFQ # 21-006

II.

FIRM'S OFFICE LOCATION & OTHER FORMS



I. Location of All Prime Firm and Subconsultant Offices Involved with This Project

Kimley-Horn has been in Florida for more than 50 years and understands the importance of timely service, availability, and flexibility. Our philosophy for providing professional engineering services is based on a commitment to effective management and personal service. The ultimate goal of the Kimley-Horn team is to respond to the distinct needs of each locale we serve. We are also very sensitive to the needs and opinions of local businesses and residents, and routinely work with our clients to establish cost-effective and tangible priorities that result in constructible and implementable plans and designs.

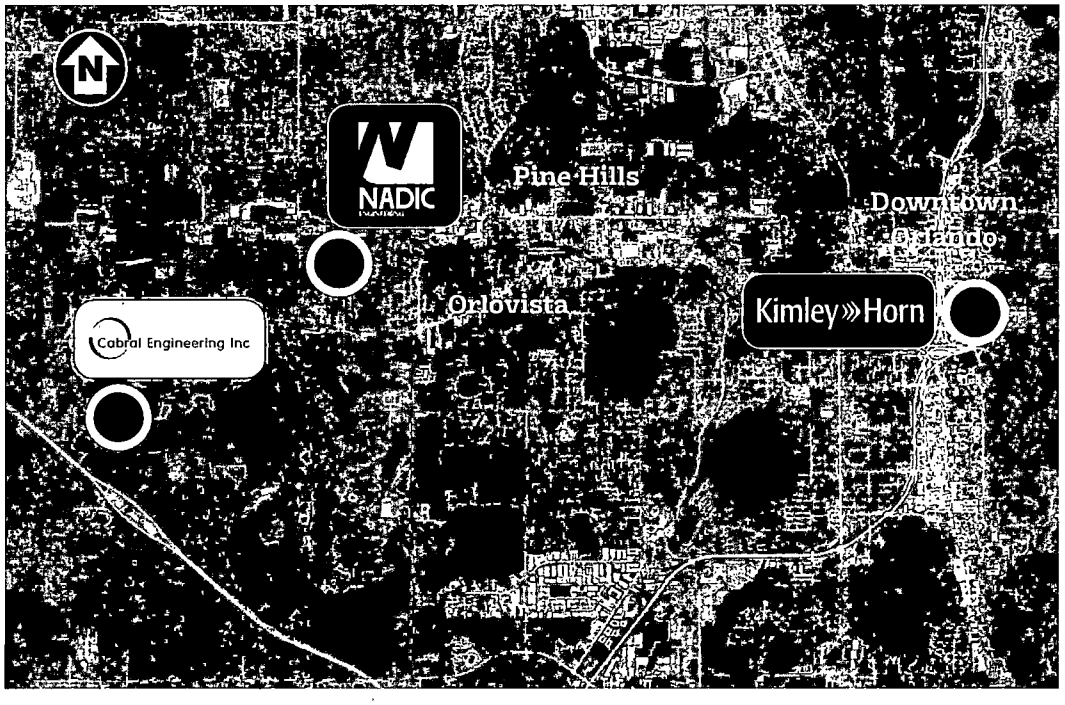
Kimley-Horn's Orlando office will serve as the primary office responsible for the actual production of the work related to this project in order to provide a strong local presence and maximize our local staff. From this location, within minutes of the City, we will work diligently, encouraging open communication to keep you informed about project activity and primary schedule achievements. We are committed to working as your partner, offering you the most effective level of communication to relay project issues, progress, and results that best serve your needs in a timely manner. We will work with the City to establish the schedule and scope of work and serve in close proximity as the direct contact with the City for the duration of the assignment.

Kimley-Horn Orlando Office
189 South Orange Avenue, Suite 1000
Orlando, FL 32801
Tel: 407.898.1511
Drive Time from Project Office to City Hall: Approximately 13 miles (25 mins)

Subconsultants' Office Locations

Cabral Engineering Inc. Office
1058 Palm Cove Drive
Orlando, FL 32835
Tel: 321.246.4041
Drive Time from Cabral Engineering Inc. Office to City Hall: Approximately six miles (18 mins)

Nadic Engineering Inc. Orlando Office
601 N Hart Boulevard
Orlando, FL 32818
Tel: 407.521.4771
Drive Time from Nadic Engineering Inc. Office to City Hall: Approximately seven miles (16 mins)



J. Conflict of Interest Disclosure Form

OCOEE
florida

RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

Kimley-Horn and Associates, Inc.
Firm Name

Signature

Scott Mingonet, PLA, AICP
Name and Title (Print or Type)

5/10/2021
Date

SUMMARY OF LITIGATION:

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

Please see our litigation response in the following section.

(Attach additional sheets if necessary)

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

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

(Remainder of page left blank intentionally.)

K. Summary of Litigation in the Past Five (5) Years

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. In the last five (5) years, Kimley-Horn has had more than 20,906 active projects in Florida, 27 of which had some form of litigation. Of these cases, 5 were dismissed, 15 were settled, and 7 are pending. This represents 0.1291% of all projects completed by Kimley-Horn in Florida over the past five years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. Settlements related to lawsuits and claims are bound by confidentiality agreements, so we cannot release any information regarding amounts.

L. Receipt of Addenda Issued

As of 5/11/2021, no addenda have been issued.

M. Company Information/Signature Sheet

COMPANY INFORMATION/SIGNATURE SHEET RFQ #21-006

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

Kimley-Horn and Associates, Inc.
COMPANY NAME

407.898.1511
TELEPHONE (INCLUDE AREA CODE)
561.863.8175
FAX (INCLUDE AREA CODE)
scott.mingonet@kimley-horn.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

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

Scott Mingonet, PLA, AICP, Senior Vice President
NAME/TITLE (PLEASE PRINT)

189 S Orange Ave., Suite 1000
STREET ADDRESS
Orlando, FL 32801
CITY STATE ZIP

FEDERAL ID # 56-0885615
____Individual _X_Corporation ____Partnership ____Other (Specify)_____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 10 day of May, 2021.

Personally Known _X_ or

Produced Identification_____

_____
(Type of Identification)

Notary Public - State of Florida
County of Orange

Signature of Notary Public

MYRTHA A. RODRIGUEZ VILLARREAL
Commission # GG 218720
Expires May 16, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Myrtha A. Rodriguez Villarreal
Printed, typed or stamped
Commissioned name of Notary Public

N. M/WBE Certification for the Firm

Kimley-Horn is not a certified Minority Business Enterprise (MBE) firm, but through corporate policies and philosophy, the firm actively seeks to encourage and promote the use of W/M/DBE firms. As a firm, Kimley-Horn has a company policy of meeting or exceeding our client's disadvantaged business participation goals. We provide interested firms with the opportunity to serve as a subconsultant on our teams and we actively seek to increase and update our large database of qualified firms for use on future projects. Our aggressive utilization policy ensures that Kimley-Horn is furthering the positive economic development momentum advocated by the state of Florida through the use of M/WBE, DBE, and SBE businesses.

We strongly believe in the initiative to support diverse firms. The table below demonstrates our financial commitment to M/WMBE, DBE, and SBE firms on projects over the past five years.

YEAR	TOTAL PAID
2020	$54.5 million
2019	$41.5 million
2018	$23.5 million
2017	$22.3 million
2016	$16.5 million

Client#: 25320 KIMLHORN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2021

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

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

PRODUCER	CONTACT NAME: Jerry Noyola	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-220-7699	FAX (A/C, No):
	E-MAIL ADDRESS: jerry.noyola@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Ins. Co.	19445
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER B : Allied World Assurance Company (U.S.)	19489
	INSURER C : New Hampshire Ins. Co.	23841
	INSURER D : Lloyds of London	085202
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5268169	04/01/2021	04/01/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X Contractual Liab						MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA4489663	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			03127930	04/01/2021	04/01/2022	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC015893685 (AOS)	04/01/2021	04/01/2022	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) N/A			WC015893686 (CA)	04/01/2021	04/01/2022	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			B0146LDUSA2104949	04/01/2021	04/01/2022	Per Claim $2,000,000 Aggregate $2,000,000	

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

Re: Continuing Consulting Agreement for Planning & Landscape Architectural Services; Matt Franko. The City of Ocoee is named as an Additional Insured with respects to General Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Ocoee
Purchasing Technician
150 North Lakeshore Drive
Ocoee, FL 34761

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

STAFF REPORT

Meeting Date: May 5, 2026
Item #: 9

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Second Reading of an Ordinance Prohibiting Urination and Defecation in Public. (Police Chief Ogburn)

Background Summary:

The First Reading of the Ordinance was held on April 21, 2026.

Ocoee Police officers periodically encounter situations in which individuals urinate or defecate in public places such as parks, parking areas, sidewalks, and other locations accessible to the public. These incidents create unsanitary conditions, generate complaints from residents and businesses, and negatively affect the community's overall cleanliness and image. Without a specific provision in the City's Code of Ordinances addressing this conduct, officers have limited options to address these behaviors clearly and consistently.

This ordinance provides law enforcement with a clearly defined legal standard to address conduct that constitutes a public nuisance and threatens public sanitation. By establishing explicit definitions and prohibitions, officers will be able to respond more effectively to complaints, take appropriate enforcement action when necessary, and deter repeat behavior that diminishes the quality of life in public spaces.

Additionally, the ordinance supports the Department's broader responsibility to maintain safe, orderly, and respectful public environments throughout the city. Providing a clear local prohibition will allow officers to address these issues promptly while reinforcing community standards of cleanliness and public decency for residents, visitors, and businesses within the City of Ocoee.

Issue:

Should the Honorable Mayor and City Commission approve the proposed ordinance prohibiting urination and defecation in public places?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the proposed ordinance prohibiting urination and defecation in public places.

Attachments:

1. Ordinance
2. Business Impact Statement

Financial Impacts:
None.

Type of Item: Second Reading Public Hearing

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ADOPTING A NEW CHAPTER 60 OF THE OCOEE CODE OF ORDINANCES TITLED, "MISCELLANEOUS OFFENSES"; PROHIBITING PUBLIC URINATION AND DEFECATION; PROVIDING DEFINITIONS; PROVIDING PENALTIES; PROVIDING FOR CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Ocoee seeks to maintain a safe, sanitary, and orderly environment in City; and

WHEREAS, the City Commission has determined that miscellaneous offenses should be codified and consolidated over time into a new chapter of the City of Ocoee Code of Ordinances titled "Miscellaneous Offenses"; and

WHEREAS, this Ordinance will protect the health, safety, and welfare of the City's citizens and businesses in accordance with the City's police powers and Home Rule authority under Article VIII, Section 2(b) of the Florida Constitution and Florida Statutes § 166.021; and

NOW THEREFORE, be it ordained by the City Commission of the City of Ocoee, Florida, that:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct;

SECTION 2. AMENDMENT TO THE OCOEE CODE OF ORDINANCES. The City of Ocoee's Code of Ordinances is hereby amended to create a new Chapter 60, "Miscellaneous Offenses," adopting the following underlined language:

Chapter 60 – MISCELLANEOUS OFFENSES

§ 60.1 Urination and Defecation in Public

A. Purpose and Intent

The City Commission of the City of Ocoee finds that urinating or defecating in public places is offensive to public decency, constitutes a public nuisance, and creates unsanitary and unsafe conditions. The purpose of this ordinance is to preserve public order, health, and cleanliness within the City.

B. Definitions

1. *Public place* means any area generally visible to or accessible by the public, including but not limited to streets, sidewalks, alleys, bridges, parks, playgrounds, plazas, parking lots, driveways, buildings open to the public, and areas that serve food, drink, or provide entertainment. The term shall also include doorways, entrances, and the grounds surrounding buildings or dwellings visible from a public right-of-way.

2. *Urinate* means to discharge urine from the human body.

3. *Defecate* means to discharge fecal matter from the human body.

C. Public Urination and Defecation Prohibited

It shall be unlawful for any person to urinate or defecate in or upon any public place or upon the private property of another without the property owner's consent, except in a restroom or facility designated and set aside for that purpose.

D. Enforcement and Penalties

1. Any person violating any provision of this chapter shall, upon conviction, be punishable as provided in § 1-12 of Chapter 1, General Provisions, Article 11, of the Code of the City of Ocoee.

2. Each act constituting a violation shall be considered a separate offense.

3. Officers of the Ocoee Police Department are authorized to enforce the provisions of this ordinance.

SECTION 3. CODIFICATION.

This ordinance shall be codified in the Code of Ordinances of the City of Ocoee, Florida. Any section, paragraph number, subsection number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or City Code may be freely made.

SECTION 4. CONFLICTS.

In the event of any conflict between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption by the City Commission of the City of Ocoee.

PASSED AND ADOPTED this ___ day of _____, 2026.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____
Melanie Sibbitt, City Clerk

_____
Rusty Johnson, Mayor

(SEAL)

APPROVED BY THE OCOEE CITY COMMISSION ON _____, 2026 UNDER AGENDA ITEM NO._____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA AND APPROVED AS TO FORM AND LEGALITY

this ___ day of _____, 2026.

FISHBACK DOMINICK

By: _____
Richard S. Geller, City Attorney

City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:
AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ADOPTING A NEW CHAPTER 60 OF THE OCOEE CODE OF ORDINANCES TITLED, "MISCELLANEOUS OFFENSES"; PROHIBITING PUBLIC URINATION AND DEFECATION; PROVIDING DEFINITIONS; PROVIDING PENALTIES; PROVIDING FOR CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance provides law enforcement with a clearly defined legal standard to address conduct that constitutes a public nuisance and threatens public sanitation. By establishing explicit definitions and prohibitions, officers will be able to respond more effectively to complaints, take appropriate enforcement action when necessary, and deter repeat behavior that diminishes the quality of life in public spaces.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

Ocoee Police officers periodically encounter situations in which individuals urinate or defecate in public places such as parks, parking areas, sidewalks, and other locations accessible to the public. These incidents create unsanitary conditions, generate complaints from residents and businesses, and negatively affect the community's overall cleanliness and image. Without a specific provision in the City's Code of Ordinances addressing this conduct, officers have limited options to address these behaviors clearly and consistently.

STAFF REPORT

Meeting Date: May 5, 2026
Item #: 10

Contact Name: Nick Lepp
Contact Number: Ext. 1018

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of Maguire Plaza Large-Scale Preliminary Final Site Plan; Project No. LS-2025-006. (Development Services Director Lepp)

Background Summary:

Owner/Applicant: The applicant/property owner is 51 Maguire Rd LLC, represented by Luis Ortiz.

Site Location: The property is situated at 51 Maguire Road within Commission District 3, west of Maguire Road and south of the intersection of State Road 438/Franklin Street and Maguire Road.

Property Size and Parcel Identification Number: The subject property previously consisted of three (3) parcels totaling approximately 3.64 acres. These parcels have since been consolidated into a single lot, assigned parcel ID number 18-22-28-0000-00-096.

Existing Site Conditions: The table below summarizes the property's existing site conditions.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Overlay/Unique Features
LI (Light Industrial)	I-1 (Restricted Manufacturing and Warehousing)	Commercial Office/Warehousing	Downtown Mixed-Use District, Plant Street Character Area, Gateway District

The property is surrounded by the following: jurisdictions, Future Land Use Map (FLUM) designations, zoning districts, and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Uses
North	City	Commercial	C-2	Commercial Use
South	City	Light Industrial	I-1	Industrial Use
East	City	Commercial	C-2	Commercial Use
West	City	Light Industrial	I-1	Vacant Industrial

Proposed Development: Maguire Plaza is proposed to consist of three (3) one-story buildings designed for flex-space commercial offices, totaling 42,750 square feet, with associated parking, stormwater management, and supporting infrastructure.

Transportation and Access: The site will have access to Maguire Road, with a planned future connection to Franklin Street.

Utilities: Sanitary sewer, potable water, and non-potable water services will be provided by the City of Ocoee.

Stormwater: Stormwater management will be addressed through an on-site system.

Architectural Design: The provided architectural elevations (see attachment) indicate that the buildings will incorporate tilt-up concrete panels, brick accents, and cornice molding, with access at both the front and rear, as well as overhead doors at the back.

Issue:
Should the Honorable Mayor and City Commission approve the Large-Scale Preliminary Final Site Plan for Maguire Plaza, located at the property addressed at 51 Maguire Road, with assigned parcel ID number 18-22-28-0000-00-096?

Recommendations:
Development Review Committee (DRC) Recommendation:
The DRC met on Tuesday, April 7, 2026, to consider the Preliminary Final Site Plan. The DRC recommended approval of the Large-Scale Preliminary Final Site Plan for Maguire Plaza, located at 51 Maguire Road, with assigned parcel ID 18-22-28-0000-00-096.

Planning & Zoning Commission (PZC) Recommendation:
The Planning and Zoning Commission (PZC) considered this item during the public hearing held on April 14, 2026. City Staff presented a brief summary and detailed overview of the proposed Preliminary Final Site Plan. The PZC, acting as the Local Planning Agency (LPA), recommended approval of the Large-Scale Preliminary Final Site Plan for Maguire Plaza, located at 51 Maguire Road (Parcel ID: 18-22-28-0000-00-096).

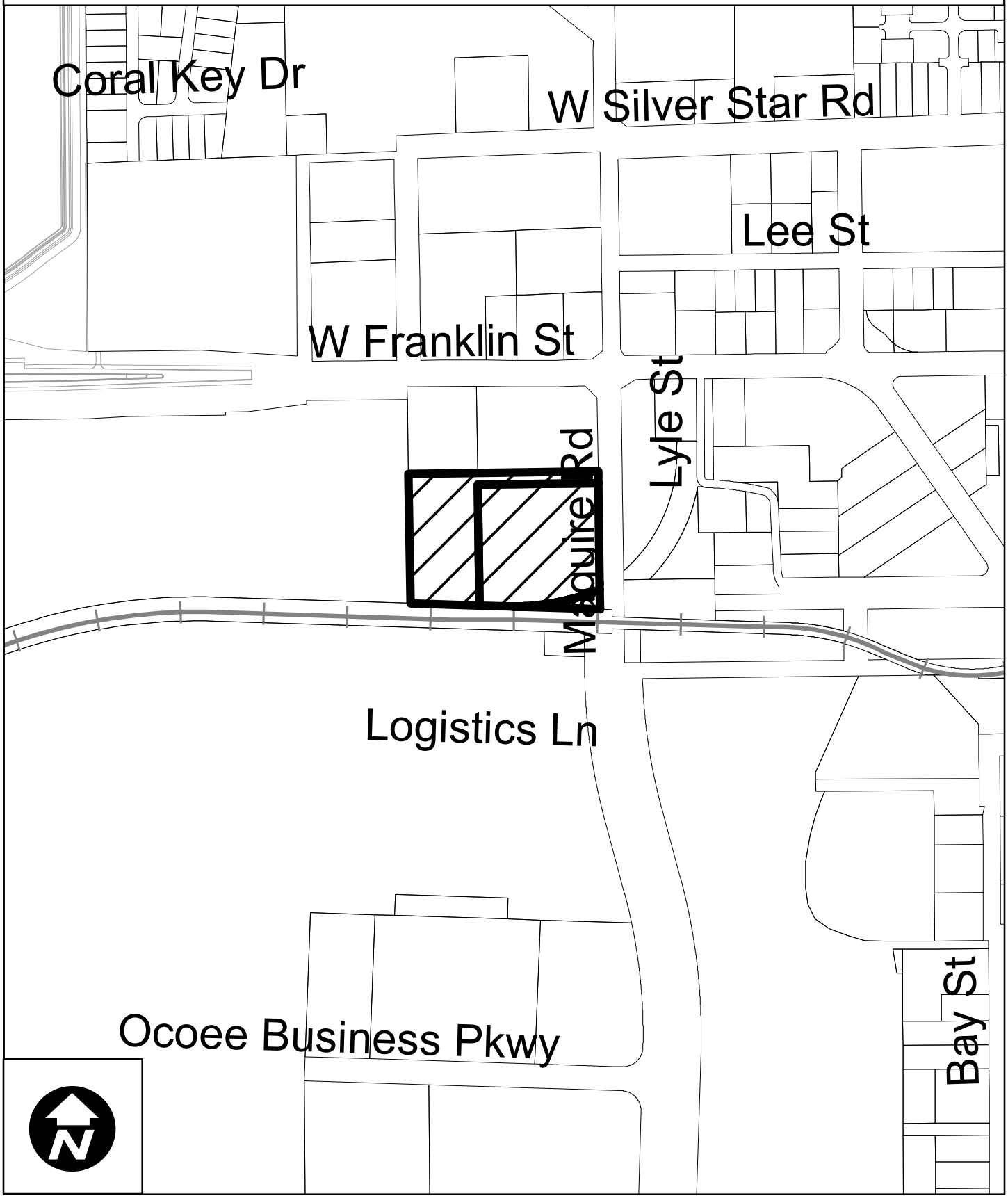
Staff Recommendation:
Staff recommends that the Honorable Mayor and City Commission approve the Large-Scale Preliminary Final Site Plan for Maguire Plaza, located at 51 Maguire Road, with assigned parcel ID number 18-22-28-0000-00-096.

Attachments:
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Maguire Plaza Site Plan
6. Advertisement

Financial Impacts:
None.

Type of Item: Public Hearing

Maguire Plaza
Location Map



Maguire Plaza
Aerial Photography

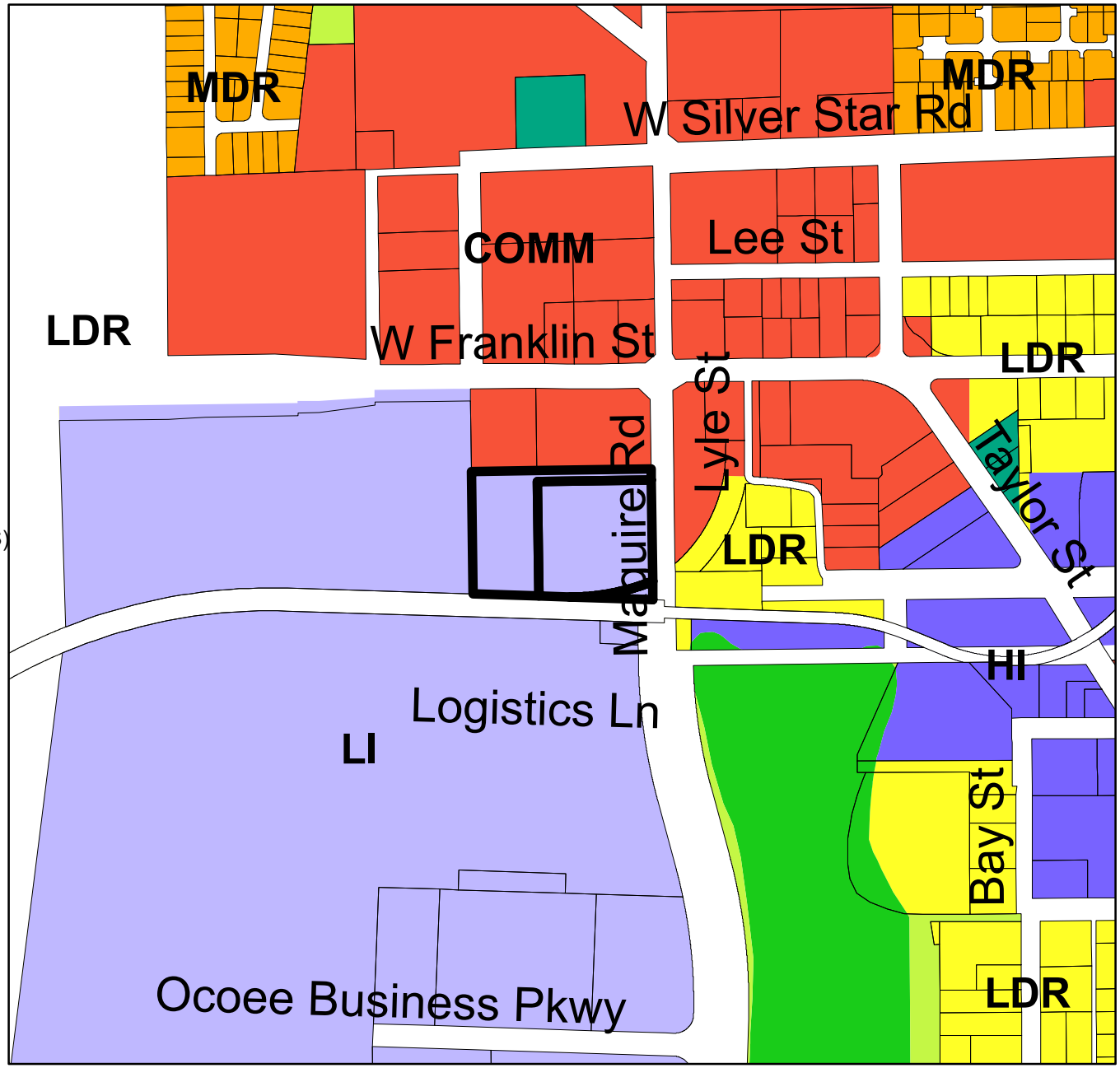


Maguire Plaza
Surrounding Future Land Use Map

Development Services Department

0 100 200 400 Feet

Created: April 2026



Subject Property

Future Land Use Classification:

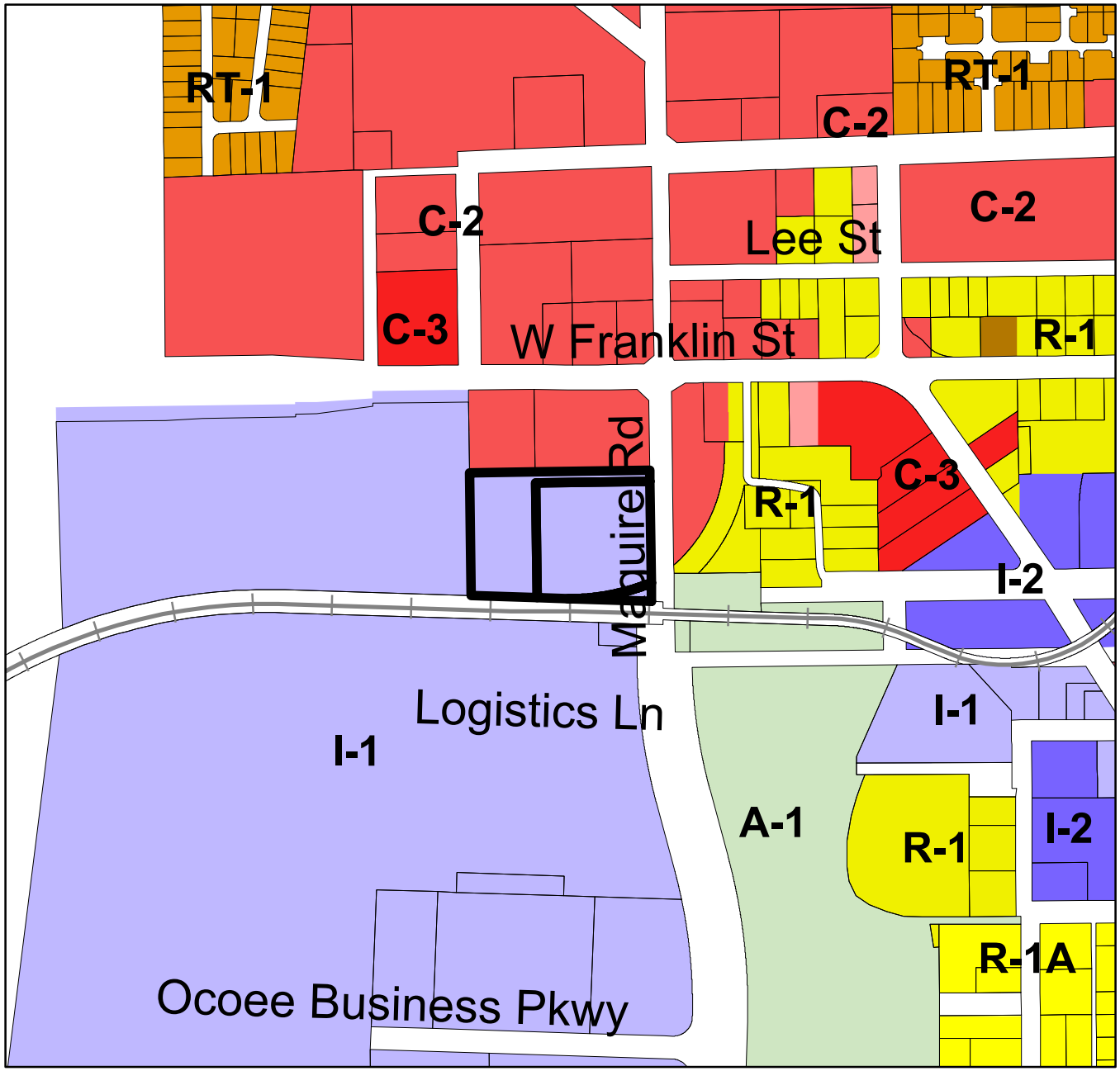
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Professional Offices and Services (PS)
- Commercial (COMM)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Conservation/Floodplains (CONS)
- Recreation and Open Space (REC)
- Public Facilities/Institutional (INST)

Maguire Plaza
Surrounding Zoning Map

Development Services Department

0 100 200 400 Feet

Created: April 2026



- 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

PRELIMINARY/FINAL SITE PLAN
FOR
MAGUIRE PLAZA

CITY OF OCOEE, FLORIDA

PARCEL ID NO.:
18-22-28-0000-00-096

51 MAGUIRE RD
OCOEE, FL 34761

FOR

51 MAGUIRE RD, LLC
P.O. BOX 1166
WINDERMERE, FL 34786
PH (407) 601-7675

INDEX OF SHEETS	
SHEET NO.	SHEET TITLE
1	COVER
2	SYMBOLS AND ABBREVIATIONS
3	GENERAL NOTES
4	EROSION CONTROL
5	SITE PLAN
6	UTILITY PLAN
7	PLAN AND PROFILE
8	DRAINAGE PLAN
9	GRADING PLAN
10	VEHICULAR PLAN
11	ROADWAY DETAILS
12	ROADWAY DETAILS
13	ROADWAY DETAILS
14	ROADWAY DETAILS
15	ROADWAY DETAILS
16	ROADWAY DETAILS
17	ROADWAY DETAILS
18	UTILITY DETAILS
19	UTILITY DETAILS
19A	UTILITY DETAILS
20	UTILITY DETAILS
21	UTILITY DETAILS
22	SURVEY
23	LANDSCAPE PLAN
24	LANDSCAPE DETAILS
25	IRRIGATION PLAN
26	IRRIGATION DETAILS
27	ARCHITECTURAL ELEVATIONS
28	ARCHITECTURAL ELEVATIONS
29	ARCHITECTURAL ELEVATIONS
30	ARCHITECTURAL ELEVATIONS
31	ARCHITECTURAL ELEVATIONS
32	ARCHITECTURAL ELEVATIONS
33	LIGHT PLAN
34	CUT SHEETS

VARIANCE:

REQUEST VARIANCE FOR SIGNAGE LOCATION PER SECTION 8-5A(3), LDC.

PROJECT TEAM MEMBERS:

PROPERTY OWNER
51 MAGUIRE RD LLC
P.O BOX 1166
WINDERMERE FL 34786
PHONE: (407) 601-7675

ENGINEER
SPRUCE CREEK CIVIL ENGINEERING, INC.
1982 STATE ROAD 44, SUITE 360
NEW SMYRNA BEACH, FL 32168
PHONE: (407) 325-5579

BIOLOGIST
PROFESSIONAL SERVICE INDUSTRIES, INC.
1748 33RD STREET.
ORLANDO, FL 32839

SURVEYOR
IRELAND & ASSOCIATES SURVEYING, INC.
800 CURRENCY CIRCLE, SUITE 1020
LAKE MARY, FL 32746
PHONE: (407) 678-3366

GEOTECHNICAL ENGINEER
ARDAMAN & ASSOCIATES, INC.
8008 S ORANGE AVENUE.
ORLANDO, FL 32809
PHONE: (407) 855-3860

LANDSCAPE ARCHITECT
STEPHEN G. PATEGAS
HORTUS OASIS, INC.
1425 BERKSHIRE AVENUE
WINTER PARK, FL 32789
PHONE: (407) 622-4886

LEGAL DESCRIPTION (PROVIDED BY SURVEYOR):

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, AS RECORDED IN CERTIFIED CORNER RECORD #266271, ORANGE COUNTY, FLORIDA, THENCE WITH THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, SOUTH 00°24'43" EAST, 598.31 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE DEPARTING THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, AND WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET, SOUTH 89°01'29" WEST, 25.26 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF MACQUIRE ROAD; THENCE WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID MACQUIRE ROAD, SOUTH 0°46'31" EAST, 220.00 FEET, TO A SET 1/2" REBAR & CAP "LB 7623" AT THE SOUTHEAST CORNER OF THE LANDS DESCRIBED AS "STORE NO. 3805" AS DESCRIBED IN OFFICIAL RECORDS BOOK 5673, PAGES 1363 THROUGH 1374, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING.

THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID MACQUIRE ROAD, AND WITH THE SOUTHERLY LINE OF SAID LANDS DESCRIBED AS "STORE NO. 3805", AND THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6279, PAGE 5858, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SOUTH 89°01'29" WEST, 473.70 FEET, TO A SET 1/2" REBAR & CAP "LB 7623" AT THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6279, PAGE 5858, BEING ON THE EASTERLY LINE OF THAT PORTION OF "PARCEL 3" AS DESCRIBED IN OFFICIAL RECORDS BOOK 7778, PAGES 588 THROUGH 593, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6279, PAGE 5858, AND WITH THE EASTERLY LINE OF SAID PORTION OF "PARCEL 3" AS DESCRIBED IN OFFICIAL RECORDS BOOK 7778, PAGES 588 THROUGH 593, SOUTH 00°55'38" EAST, 323.45 FEET, TO A SET 1/2" REBAR & CAP "LB 7623" AT THE NORTHERLY RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD; THENCE DEPARTING THE EASTERLY LINE OF SAID PORTION OF "PARCEL 3" AS DESCRIBED IN OFFICIAL RECORDS BOOK 7778, PAGES 588 THROUGH 593, AND WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CSX TRANSPORTATION RAILROAD, SOUTH 88°29'31" EAST, 473.33 FEET, TO A SET 1/2" REBAR & CAP "LB 7623" AT THE WESTERLY RIGHT-OF-WAY LINE OF SAID MACQUIRE ROAD; THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CSX TRANSPORTATION RAILROAD, AND WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID MACQUIRE ROAD, NORTH 00°46'31" WEST, 346.71 FEET, TO THE POINT OF BEGINNING.

CONTAINING 158,578.36 SQUARE FEET OR 3.64 ACRES, MORE OR LESS.

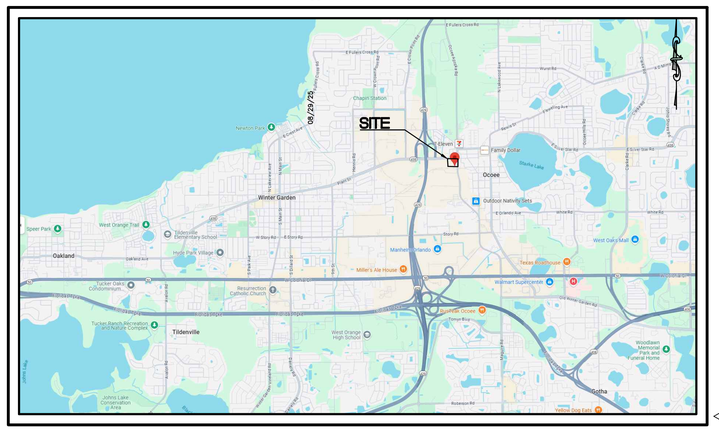
Know what's below. Call before you dig.

ALL AGENCY PERMITS MUST BE SUBMITTED TO THE CITY PRIOR TO SCHEDULING A PRECONSTRUCTION MEETING.

PROVIDE SCREENING DURING SITE CONSTRUCTION, TYPICALLY CONSIST OF A 6' CHAIN LINK FENCE WITH FABRIC. CONSTRUCTION SHALL ADHERE TO CITY'S CONSTRUCTION SITE MANAGEMENT GUIDELINES ORDINANCE 60-19.

SPRUCE CREEK
Civil Engineering, Inc
1982 STATE ROAD 44, SUITE 360
NEW SMYRNA BEACH, FLORIDA 32168
PHONE (407) 325-5579

VICINITY MAP



DAVID F. GLUNT, P.E. #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

08/29/25 REVISIONS PER CITY OF OCOEE COMMENTS 08/21/25
11/14/25 REVISIONS PER CITY OF OCOEE COMMENTS 11/12/25

OCOEE PLAZA 2024-010

C:\Users\david\OneDrive - sccivil.com\Projects\2024-010 Ocoee Industrial\Drawings\SHEETS\Cover.dwg Apr 06, 2026-10:43:34 am

ABBREVIATIONS

A	
A	AREA
AB	ANCHOR BOLT
ABD	ABANDON(ED)
AC	ACRE(S)
AC-FT	ACRE FOOT/FEET
ACP	ASBESTOS CEMENT PIPE
ADDL	ADDITIONAL
ADT	AVERAGE DAILY TRAFFIC
AL	ALUMINUM
ALT	ALTERNATE
AM	BEFORE NOON
AMP	AMPERE(S)
APPROX	APPROXIMATE
ARV	AIR RELEASE VALVE
ARVV	AIR RELEASE VACUUM VALVE
ASPH	ASPHALT
ASSY	ASSEMBLY
AVE	AVENUE
AVG	AVERAGE
AZ	AZIMUTH
B	
BFP	BACKFLOW PREVENTER
BL	BASELINE
BLDG	BUILDING
BLVD	BOULEVARD
BM	BENCH MARK
BND	BOUNDARY
BO	BLOWOFF
BOC	BACK OF CURB
BOT	BOTTOM
BRG	BEARING
BS	BOTTOM OF SLOPE
BV	BUTTERFLY VALVE
C	
CAP	CAPACITY
CB	CATCH BASIN
CC	CENTER TO CENTER
CEM	CEMENT
CF	CUBIC FEET
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
C&G	CURB AND GUTTER
CI	CAST IRON
CIP	CAST IRON PIPE
CJ	CONSTRUCTION JOINT
C/L	CENTER LINE
CLP	CONCRETE LIGHT POLE
CLR	CLEAR/CLEARANCE
CLS	CLASS
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CMPA	CORRUGATED METAL PIPE ARCH
CND	CONDUIT
CO.	COUNTY
CO	CLEANOUT
COL	COLUMN
COMP	COMPLETE
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCT(ION)
CONT	CONTINUOUS
COORD	COORDINATE(S)
COR	CORNER
CPLG	COUPLING
CPP	CONCRETE POWER POLE
CS	CONTROL STRUCTURE
CTG	COATING
CTR	CENTER
CTV	CABLE TELEVISION
CULV	CULVERT
CY	CUBIC YARD
CYL	CYLINDER
D	
DBL	DOUBLE
DEG OR °	DEGREE
DEFL	DEFLECT(ION)
DEPT	DEPARTMENT
DET	DETAIL
DHWL	DESIGN HIGH WATER LEVEL
DI	DUCTILE IRON
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DISCH	DISCHARGE
DIST	DISTANCE
DMH	DROP MANHOLE
DN	DOWN
DRN	DRAIN
DWG	DRAWING
DWY	DRIVEWAY
E	
E	EAST
EA	EACH
EC	EDGE OF CONCRETE
ED	ENERGY DISSIPATOR
EF	EACH FACE
EFF	EFFLUENT
EG	EXISTING GRADE
E/L	EASEMENT LINE
ELB	ELBOW
ELEC	ELECTRIC
ELEV	ELEVATION
ELLIP	ELLIPSE/ELLIPTICAL
ENC	ENCASEMENT
ENG	ENGINEER(ING)
EOP	EDGE OF PAVEMENT
EQ	EQUAL/EQUATION
EQUIP	EQUIPMENT
EQUIV	EQUIVALENT
ESMT	EASEMENT
EST	ESTIMATE
EW	EACH WAY
EWL	ENDWALL
EXC	EXCAVATE/EXCAVATION
EXIST	EXISTING
EXP	EXPAND/EXPANSION
EXT	EXTEND/EXTENSION

F	
F&C	FRAME AND COVER
FD	FLOOR DRAIN
FDN	FOUNDATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
F&I	FURNISH AND INSTALL
FIG	FIGURE
FIN	FINISHED
FIT	FITTING
FL	FENCE LINE
FLR	FLOOR
FLEX	FLEXIBLE
FLG	FLANGE
FM	FORCE MAIN
FND	FOUND
FPH	FEET PER HOUR
FPM	FEET PER MINUTE
FPS	FEET PER SECOND
FT	FEET/FOOT
FTG	FOOTING
G	
GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GM	GAS MAIN
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GPS	GALLONS PER SECOND
GR	GUARD RAIL
GRD	GROUND/GRADE
GSP	GALVANIZED STEEL PIPE
GV	GATE VALVE
GV&B	GATE VALVE AND BOX
GW	GUY WIRE
GWT	GROUND WATER TABLE
H	
HB	HOSE BIBB
HDPE	HIGH DENSITY POLYETHYLENE
HDW	HARDWARE
HOA	HOME OWNERS ASSOCIATION
HORIZ	HORIZONTAL
HP	HORSEPOWER
HR	HOUR
HT	HEIGHT
HW	HEADWALL
HWL	HIGH WATER LEVEL
HWY	HIGHWAY
HYD	HYDRAULIC
I	
I-4	INTERSTATE HIGHWAY
IA	INTERSECTION ANGLE
ID	INSIDE DIAMETER
IF	INSIDE FACE
IN	INCHES
INL	INLET
INS	INSERT
INST	INSTALL
IP	IRON PIPE
IR	IRON ROD
INT	INTERSECT/INTERSECTION
INV	INVERT
J	
JB	JUNCTION BOX
JCT	JUNCTION
JST	JOIST
JT	JOINT
L	
L	LENGTH
LAT	LATITUDE
LATL	LATERAL
LB	POUND
LF	LINEAR FEET/FOOT
LG	LONG
LIM	LIMIT(S)
LP	LIGHT POLE
LONG	LONG
LT	LEFT
LWL	LOW WATER LEVEL
M	
MAINT	MAINTENANCE
MATL	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
ME	MITERED END
MFR	MANUFACTURER
MGD	MILLION GALLONS PER DAY
MH	MANHOLE
MHC	MANHOLE COVER
MHWL	MEAN HIGH WATER LEVEL
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MLP	METAL LIGHT POLE
MLWL	MEAN LOW WATER LEVEL
MON	MONUMENT
MPH	MILES PER HOUR
MSL	MEAN SEA LEVEL
MTG	MOUNTING
N	
NAWTH	NORTH
N	NORTH
NA	NOT APPLICABLE
N&C	NAIL AND CAP
NE	NORTHEAST
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NO OR #	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
NW	NORTHWEST
NWL	NORMAL WATER LEVEL
O	
OC	ON CENTER
OD	OUTSIDE DIAMETER
OE	OR EQUAL
OPNG	OPENING
OPP	OPPOSITE
ORCP	OVAL REINFORCED CONCRETE PIPE
OS	OUTFALL STRUCTURE
OVFL	OVERFLOW
OVHD	OVERHEAD

P	
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PEP	POLYETHYLENE PIPE
PFGP	PROFILE GRADE POINT
PI	POINT OF INTERSECTION
P/L	PROPERTY LINE
POB	POINT OF BEGINNING
POJ	PUSH ON JOINT
PP	POWER POLE
PR	PHONE RISER
PRC	POINT OF REVERSE CURVATURE
PRESS	PRESSURE
PROJ	PROJECT
PROP	PROPOSED
PRVC	POINT OF REVERSE VERTICAL CURVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PWR	POWER
Q	
Q	FLOW RATE
R	
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RCPA	REINFORCED CONCRETE PIPE ARCH
RD	ROAD
RDY	ROADWAY
RED	REDUCER
REF	REFERENCE
REINF	REINFORCE(D)
REQD	REQUIRED
REV	REVISE/REVISION
RPM	REVOLUTIONS PER MINUTE
RR	RAILROAD
RT	RIGHT
RV	RELIEF VALVE
R/W	RIGHT-OF-WAY
RWM	REUSE WATER MAIN
S	
S	SOUTH
SAN	SANITARY SEWER
SB	SPLASH BLOCK
SCH	SCHEDULE
SD	SIDE DRAIN
SDN	SHELF DRAIN
SE	SOUTHEAST
SEC	SECONDS
SECT	SECTION
SH	SHEET
SHGWT	SEASONAL HIGH GROUND WATER TABLE
SIM	SIMILAR
S/L	SETBACK LINE
SL	SLOPE
SM	SHEET METAL
SPEC	SPECIFICATION(S)
SQ	SQUARE
SQ IN	SQUARE INCH(ES)
SQ FT	SQUARE FOOT/FEET
SQ YD	SQUARE YARD(S)
SR	STATE ROAD
SS	STAINLESS STEEL
ST	STREET
STA	STATION
STD	STANDARD
STL	STEEL
STR	STRUCTURE
STS	STORM SEWER
SUP	SUPPORT
SUSP	SUSPEND/SUSPENSION
SVC	SERVICE
SW	SOUTHWEST
SWK	SIDEWALK
SYM	SYMBOL(S)
SYMM	SYMMETRICAL
SYS	SYSTEM
T	
T	TANGENT
TB	TURFBLOCK
T&B	TOP AND BOTTOM
TBM	TEMPORARY BENCH MARK
TC	TIME OF CONCENTRATION
TD	TRENCH DRAIN
TDH	TOTAL DYNAMIC HEAD
TECH	TECHNICIAN/TECHNICAL
TEMP	TEMPORARY
TL	TERMINAL LAMPHOLE
TOB	TOP OF BANK
TOC	TOP OF CURB
TOS	TOE OF SLOPE
TOT	TOTAL
TS	TOP OF SLOPE
TWP	TOWNSHIP
TYP	TYPICAL
U	
UD	UNDERDRAIN
UG	UNDERGROUND
UON	UNLESS OTHERWISE NOTED
UTC	UNDERGROUND TELEPHONE CABLE
V	
VB	VALVE BOX
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VPC	VERTICAL POINT OF CURVE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY
W	
W	WEST
W/	WITH
WM	WATER MAIN
W/O	WITHOUT
WP	WATER/WEATHER PROOF
WPP	WOOD POWER POLE
WS	WATER SURFACE
WSWT	WET SEASON WATER TABLE
WT	WEIGHT
WV	WATER VALVE
WWF	WELDED WIRE FABRIC
WWM	WELDED WIRE MESH
Y	
YD	YARD
YR	YEAR
MISC	
&	AND
@	AT
Δ	DELTA

EXISTING SYMBOLS

LINES

- CENTER LINE
- WIRE FENCE
- CHAIN LINK FENCE
- WOOD FENCE
- GUARDRAIL
- EXISTING PLATS
- RETAINING WALL
- RIGHT-OF-WAY LINE
- SHORELINE
- SWALE
- BUILDING LINE
- CONTOURS (81 / 80)
- RAILROAD TRACKS
- GAS MAIN (GAS)
- UNDERGROUND ELECTRIC (UE)
- UNDERGROUND TELEPHONE (UGT)
- OVERHEAD ELECTRIC
- OVERHEAD TELEPHONE
- UNDERGROUND CABLE TELEVISION (CTV)
- EASEMENT

SANITARY

- SANITARY SEWER LINE (S)
- CLEANOUT
- FORCE MAIN (EX. FM)
- MANHOLE (S)

WATER + REUSE WATER

- WATER MAIN PVC PIPE (EX. WM)
- REUSE WATER MAIN (EX. RM)
- BACKFLOW PREVENTOR (B.F.P.)
- WATER VALVE (WV)
- FIRE HYDRANT
- WATER METER

STORM DRAIN

- STORM SEWER
- MANHOLE (D)
- MITERED END
- STORM INLET
- FDOT TYPE 6 INLET
- FDOT TYPE 1 INLET
- FDOT TYPE 2 INLET
- FDOT TYPE 3 INLET
- FDOT TYPE 4 INLET
- FDOT TYPE 5 INLET

HIGHWAY + UTILITIES

- BENCHMARK
- RECOVERED 4x4 CM
- SET 4x4 CM
- SET IRON ROD
- RECOVERED IRON ROD
- CONCRETE
- COUNTY ROADS (520)
- INTERSTATE ROADS (95)
- STATE ROADS (50)
- WOOD AND/OR METAL LIGHT POLE
- CONCRETE LIGHT POLE
- YARD LIGHT
- MISCELLANEOUS SIGN
- SECTION CORNER (16 / 15 / 21 / 22)
- EDGE OF PAVEMENT W/O CURB
- EDGE OF PAVEMENT W/CURB
- GUY POLE
- WOOD UTILITY POLE
- CONCRETE UTILITY POLE
- ELECTRIC MANHOLE (E)
- TELEPHONE MANHOLE (T)
- TELEPHONE RISER (T)
- ELECTRIC BOX / TRANSFORMER (E)
- WELL (W)
- MONITORING WELL (MW)
- DUMPSTER
- RR CROSSING SIGN (RR)
- RR CROSSING GATE
- TRAFFIC SIGNAL POLE
- SATELLITE DISH
- GUY WIRE
- HANDICAP PARKING
- SPOT ELEVATION (99.50)
- BRICK PAVERS
- DIRT ROAD
- 8" MAPLE TREE
- 8" OAK TREE
- 8" PINE TREE
- 8" PALM TREE
- 8" MISC. TREE

PROPOSED SYMBOLS

LINES

- BOUNDARY
- CONSERVATION SETBACK
- CENTER LINE (℄)
- CHAIN LINK FENCE
- CONTOUR (81 / 80)
- EASEMENT
- FENCE
- GUARDRAIL
- LOT LINE
- PROPERTY LINE (P/L)
- RETAINING WALL
- RIGHT-OF-WAY LINE (R/W)
- SETBACK LINE
- SHORELINE
- SWALE
- TREE LINE

SANITARY

- 100 LF SAN 8 PVC 0.40% — 100 LINEAR FEET SANITARY 8" PVC PIPE @ 0.40% SLOPE
- CLEANOUT
- DOUBLE SANITARY SERVICE
- FORCE MAIN PVC PIPE (FM)
- MANHOLE

WATER + REUSE WATER

- WATER MAIN PVC OR DIP PIIPE (WM)
- 11 1/2° BEND
- 22 1/2° BEND
- 45° BEND
- 90° BEND
- TEE
- CROSS
- CHECK VALVE
- DOUBLE DETECTOR CHECK VALVE
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- VALVE (TYPE SPECIFIED ON PLANS)
- FIRE HYDRANT
- METER (M)
- REDUCER
- BLOWOFF
- BACKFLOW PREVENTER (BFP)
- SAMPLE POINT (SP 2)
- UNDERDRAIN CEANOUT
- RECLAIM WATER MAIN (RWM)
- DOUBLE REUSE WATER SERVICE
- AIR RELEASE VALVE

STORM DRAIN

- 100 LF STS 24 HDPE @ 0.20% — 100 LINEAR FEET STORM PIPE 24" HIGH DENSITY POLYETHELENE PIPE @ 0.20%
- UNDERDRAIN 6" HDPE PIPE
- DRAINAGE FLOW DIRECTION
- FDOT INLET TYPE 1
- FDOT INLET TYPE 2
- FDOT INLET TYPE 3
- FDOT INLET TYPE 4
- FDOT INLET TYPE 5
- FDOT INLET TYPE 6
- MANHOLE
- MITERED END SECTION
- SLOPE DIRECTION ARROW FOR POND SIDE SLOPE
- SPOT ELEVATION (000.00)
- STORM INLET

HIGHWAY + UTILITIES

- BOUND CORNER
- CONCRETE
- COUNTY ROADS (520)
- DETAIL REFERENCE (901 / 24)
- DUMPSTER PAD
- FINISHED FLOOR ELEVATION W/ FHA LOT TYPE (FFE=98.76 TYPE A)
- GUY POLE
- HANDICAP PARKING
- INTERSTATE ROADS (95)
- LIGHT POLE
- SIGNS
- SECTION CORNER (16 / 15 / 21 / 22)
- STATE ROADS (50)
- SILT FENCE
- TRAFFIC FLOW PAVEMENT MARKING
- UTILITY POLE
- BLDG OR STRUCTURE
- TYPE F CURB & GUTTER
- MIAMI CURB
- CROSS SECTION DETAIL (901 / 24)

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

SYMBOLS AND ABBREVIATIONS
FOR
MAGUIRE PLAZA
CITY OF OCOEE
FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7675

ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #59459
CERTIFICATE OF AUTHORIZATION NO. 33151

	DATE	REVISIONS
1	08/29/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/21/25
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 2024-010
DATE: 11/08/24
SCALE: 1:1
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

C-101
2 OF 35

C:\Users\david\OneDrive - scivil.com\Projects\2024-010 Ocoee Industrial\Drawings\SHEETS\Notes.dwg Layout:2 SYMBOLS AND ABBREVIATIONS Plotted: 4/6/2026 10:43 AM By:David Glunt

GENERAL NOTES

1. ALL CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH THE LATEST CITY OF OCOEE DETAILS & THE F.D.O.T. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED IN 1991 BY THE STATE OF FLORIDA, AND ALL SUPPLEMENTS THERETO, AND THE "ROADWAY TRAFFIC DESIGN STANDARDS", WHICHEVER IS MORE STRINGENT.
2. THE LOCATIONS OF EXISTING UTILITIES SUCH AS WATER MAINS, SEWER, GAS LINES, ETC., AS SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION, AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. HOWEVER, THE ENGINEER AND OWNER DO NOT ASSUME RESPONSIBILITY FOR THE SIZES AND LOCATIONS SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF THE SIZE AND LOCATION OF ALL EXISTING UTILITIES SHOWN AND NOT SHOWN ON THESE PLANS.
3. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL MEET AND SUBMIT A CONSTRUCTION SCHEDULE TO THE ARCHITECT/ENGINEER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE ANY AND ALL NEEDED LICENSES AND PERMITS REQUIRED FOR CONSTRUCTION PURPOSES.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL SETBACKS AND EASEMENTS BEFORE BEGINNING CONSTRUCTION.
5. BENCHMARKS AND OTHER REFERENCE POINTS SHALL BE CAREFULLY MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. IF DISTURBED OR DESTROYED, THESE POINTS SHALL BE REPLACED BY A FLORIDA P.L.S. AT CONTRACTOR'S EXPENSE.
6. THE CONTRACTOR IS DIRECTED TO NOTIFY SPRUCE CREEK CIVIL ENGINEERING INC., PHONE (407) 325-5579, FOR PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION AND REMOVAL OF ALL EXISTING STRUCTURES, ETC., UNLESS OTHERWISE NOTED. ALL SOIL STRIPPINGS AND ANY UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY THE OWNER.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES AND UTILITIES NOTED TO REMAIN, FROM DAMAGE OR DISPLACEMENT DURING CONSTRUCTION. IN THE EVENT OBSTRUCTIONS ARE ENCOUNTERED, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER AND THE UTILITY COMPANY. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR DAMAGE OR CORRECT DISPLACEMENT.
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL TREES AND OTHER VEGETATION OUTSIDE THE LIMITS OF CONSTRUCTION.
10. WHEN DETAILS ARE PROVIDED, CONTRACTOR SHALL CONSTRUCT JOB PER SPECIFIC DETAILS, AND NOT BY SCALING FROM THESE PLANS.
11. ROADWAY MARKING, STRIPING, SIGNS AND OTHER TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (MUTCD) AND SUBSEQUENT REVISIONS AND ADDENDUMS, AS PUBLISHED FLORIDA DEPT. OF TRANSPORTATION AND CITY OF OCOEE STANDARDS AND SPECIFICATIONS.
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ANY REQUIRED TRAFFIC CONTROL PLANS. ALL WORK SHALL BE EXECUTED UNDER THE ESTABLISHED PLAN AND FLORIDA DEPT. OF TRANSPORTATION AND CITY OF OCOEE APPROVED PROCEDURES.
13. THE CONTRACTOR SHALL RESTORE OFF SITE CONSTRUCTION AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
14. AS-BUILT DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE PROJECT ENGINEER UPON PROJECT COMPLETION.
15. CONTRACTOR SHALL COMPLY WITH ALL CITY OF OCOEE REQUIREMENTS FOR INSPECTION AND TESTING.
16. SUBJECT PROPERTY IS UNDER CONTROL OR OWNED BY APPLICANT.
17. TOPOGRAPHY PROVIDED BY IRELAND & ASSOCIATES SURVEYING, INC.
18. CITY OF OCOEE IS THE WATER SERVICE PROVIDER.
20. ALL NEW UTILITIES AND UPGRADED UTILITIES PROVIDED TO OR ON THE SITE MUST BE INSTALLED UNDERGROUND.
21. CHAPTER 17-153 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATION.
22. THE PROPERTY OWNER WILL PROVIDE FOR MANAGEMENT OF ALL COMMON AREAS AND FACILITIES AND WILL BE RESPONSIBLE FOR THE STORM WATER SYSTEM INCLUDING THE TRANSFER PIPING INSTALLED UNDER ROADS. ALL OTHER STORM WATER COMPONENTS IN A PUBLIC RIGHT-OF-WAY WILL BE MAINTAINED BY CITY OF OCOEE.

WATER

1. ALL MATERIALS AND CONSTRUCTION REQUIREMENTS FOR THE FIRE SERVICE, WATER LINES, CHECK VALVES, BACK FLOW PREVENTERS, GATE VALVES, ETC., SHALL BE IN ACCORDANCE WITH CITY OF OCOEE'S STANDARD DETAILS AND LAND DEVELOPMENT CODES (L.D.C.). POTABLE WATER SYSTEM UP TO THE METER IS TO BE OWNED/MAINTAINED BY CITY OF OCOEE. ALL MATERIAL AND CONSTRUCTION METHODS FOR THE WATER DISTRIBUTION SYSTEM SHALL MEET CITY OF OCOEE'S REQUIREMENTS AS OUTLINED ON THE CITY UTILITY DETAILS SHEET IN THESE PLANS.
2. THE CONTRACTOR SHALL LAY THE WATER LINE AND SERVICES A MINIMUM OF THREE (3) FEET BELOW FINISHED GRADE, TO THE TOP OF PIPE.
3. THE WATER MAIN SHALL BE LOCATED ABOVE THE STORMWATER AND SANITARY MAINS AT CONFLICTS WHERE POSSIBLE.
4. (1) HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.
   (A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, EA.C.
   (B) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
   (C) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, EA.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
   (D) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), ES., AND RULE 64E-6.002, F.A.C.
   (2) VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.
   (A) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
   (B) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
   (C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, EA.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, EA.C.
5. WATER LINES LESS THAN 4" IN DIAMETER SHALL BE PVC PIPE NSF LOGO SUITABLE FOR POTABLE WATER (200 PSI). IF INSTALLING PVC PIPE LESS THAN 4" IN DIAMETER THEN MUST CONFORM TO ASTM 1785(SCHEDULE 40, 80, 120) OR ASTM 2241(SDR21, MINIMUM PC 200).

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6. ALL PUBLIC 4"-12" WATER LINES SHALL BE DUCTILE IRON PIPE, EXCEPT FOR APPROVED DIRECTIONAL DRILL SECTION, MECHANICAL JOINTS AND RUBBER COMPRESSION RING JOINTS CONFORMING TO ASTM D3139. FROM 12" FORWARD AS DESIGNATED BY F.S. 633, PIPE SHALL BE DR-14 AND TESTED AT 150 PSI FOR TWO HOURS. ALL 14"-18" WATERLINES SHALL BE DIP CL52 AWWA C-151 OR HDPE DR-11. MECHANICAL JOINTS AND RUBBER COMPRESSION RING JOINTS CONFORMING TO ASTM D3139 UNLESS OTHERWISE SPECIFIED.
7. GATE VALVES SHALL CONFORM TO AWWA C-509-87, WITH WRENCH NUT EXTENSION STEMS AND OTHER APPURTENANCES AS REQUIRED. THEY SHALL BE IRON BODY, FULL BRONZE MOUNTED, DOUBLE DISK, RESILIENT SEAT, NON-RISING STEM VALVES WITH O-RING SEALS AND END CONNECTIONS AS CALLED FOR ON THE PLANS. ALL TEES, CAPS, PLUGS, BENDS, VALVES, ETC., SHALL BE PROVIDED WITH GRIP RING RESTRAINTS.

2 1
8. THE CONTRACTOR SHALL ZIP TIE 10-GAUGE SOLID LOCATOR WIRE TO ALL WATER LINES AT 10' +/- INTERVALS. WIRE CONNECTIONS TO BE SILICONE FILLED SELF SEALING TYPE CONNECTOR APPROVED BY CITY OF OCOEE.
9. SERVICE MAINS FOR FIRE HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH THE NFPA CURRENT EDITION AT THE TIME OF CONSTRUCTION.
10. NEW FIRE HYDRANTS SHALL BE INSTALLED SO THAT 4-1/2" INCH PORT IS FACING THE ROADWAY BY WHICH IT IS ACCESSED. HYDRANTS SHALL BE POSITIONED NOT MORE THAN 10 FEET AWAY FROM THE CURB OR BERM OF THE ROADWAY.
11. SPRUCE CREEK CIVIL ENGINEERING, INC. AND THE CITY OF OCOEE PUBLIC SERVICE WATER AND WASTEWATER DIVISION SHALL BE NOTIFIED A MINIMUM OF FORTY EIGHT HOURS (2 FULL WORKING DAYS) PRIOR TO TESTING AND DISINFECTION OF THE WATER LINES.

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12. PASSING PRELIMINARY PRESSURE TESTING IS REQUIRED PRIOR TO SCHEDULING THE OFFICIAL PRESSURE TEST WITH THE CITY INSPECTOR. HYDROSTATIC TESTS CONSISTING OF PRESSURE TEST AND LEAKAGE TEST SHALL BE CONDUCTED ON ALL NEWLY-INSTALLED WATER DISTRIBUTION SYSTEM PRESSURE PIPES AND APPURTENANCES. THE TESTS SHALL BE IN ACCORDANCE WITH PROVISIONS OF AWWA C600 OR M23 AS APPLICABLE. A CITY OF OCOEE INSPECTOR MUST BE PRESENT.

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13. DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C651-DISINFECTING WATER MAIN. SAMPLING AND TESTING SHALL BE PERFORMED BY THE CONTRACTOR. INSTALL BLOWOFFS/SAMPLING POINTS EVERY 1000 FEET. SAMPLE QUANTITIES AND SAMPLING FREQUENCY SHALL BE AS THE CITY DESIGN AND CONSTRUCTION MANUAL. EOR SHALL SUBMIT A SAMPLE PLAN. SAMPLES AND TESTING SHALL BE PERFORMED BY A CERTIFIED LAB PERSONNEL.
14. THE CONTRACTOR SHALL SUPPLY COMPLETE "AS-BUILT" INFORMATION RELATIVE TO LOCATION OF ALL WATER LINES AND SERVICES. THE INFORMATION SHALL BE SUBMITTED ON LEGIBLY MARKED-UP PRINTS TO THE ENGINEER WITHIN TWO (2) WEEKS OF THE COMPLETION OF THE WATER LINE CONSTRUCTION. CITY OF OCOEE WILL NOT ACCEPT ANY LINE PRIOR TO RECEIVING A COPY OF THE AS-BUILT DRAWINGS.
15. CONTRACTOR SHALL SCHEDULE ALL TESTING TO ALLOW THE ENGINEER'S ATTENDANCE. FAILURE TO PROPERLY NOTIFY THE ENGINEER MAY RESULT IN RETESTING AT THE ENGINEERS OPTION AND AT THE CONTRACTOR'S EXPENSE.
16. BLUE REFLECTORS SHALL BE INSTALLED IN THE MIDDLE OF THE TRAFFIC LANE NEAREST THE HYDRANT PER SFPC 602.5.3.
17. NEW HYDRANTS SHALL BE TESTED AND IN PROPER WORKING ORDER WITH DOCUMENTATION SUPPLIED TO THE FIRE MARSHAL PRIOR TO ANY COMBUSTIBLE CONSTRUCTION.

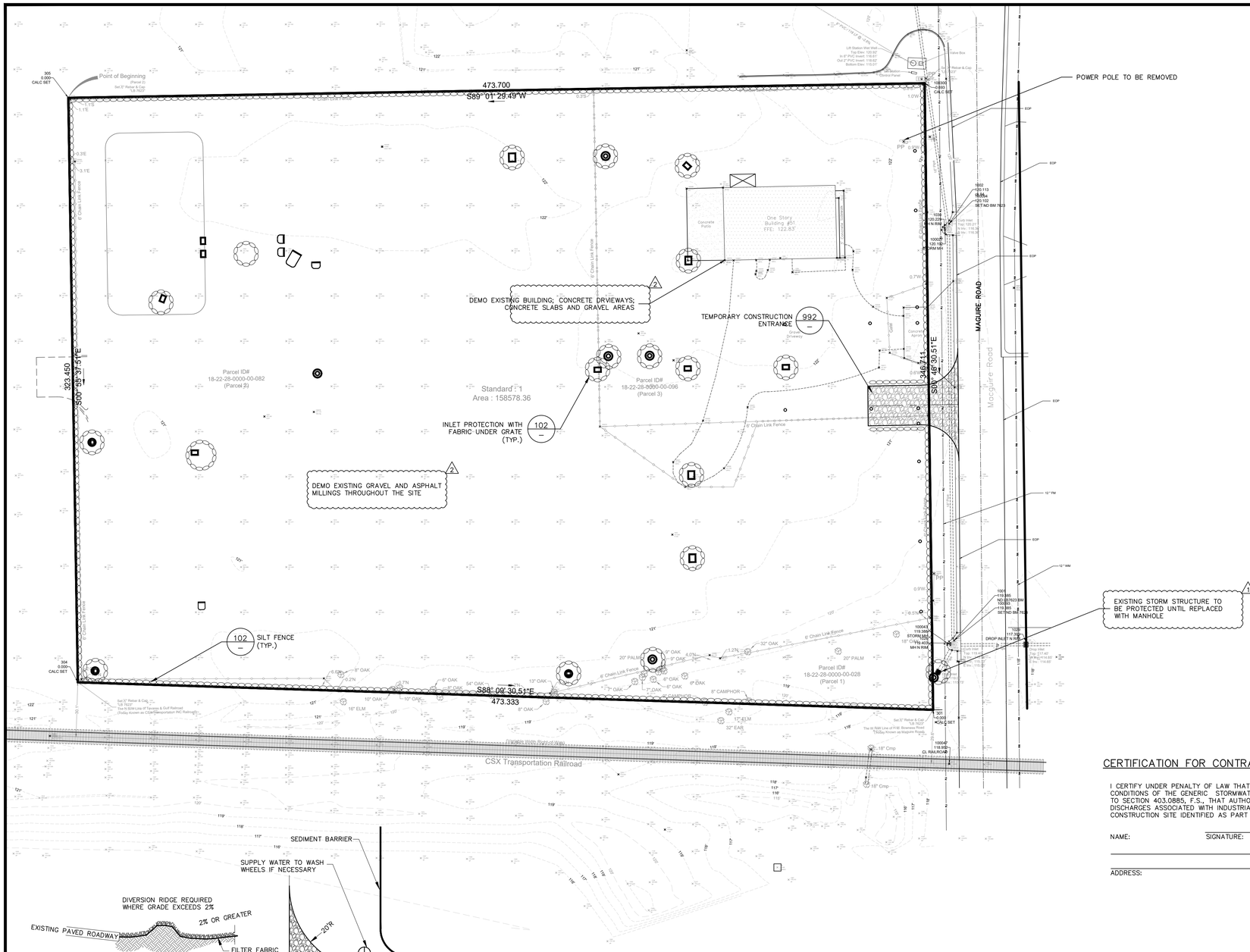
1 2
18. TO MAKE WET TAPS USE FABRICATED STEEL TAPPING SLEEVE. THIS TAPPING SLEEVE SHALL BE PROPERLY RECESSED FOR TAPPING VALVE. TAPPING VALVE SHALL BE RESILIENT SEATED GATE VALVE CON-FORMING TO ANSI/AWWA C509 WITH 2" SQUARE OPERATOR NUT. MATERIAL SPECIFICATIONS ARE PER THE CITY OF OCOEE LDC WATER DISTRIBUTION SYSTEMS.
19. ALL WATER SERVICE LATERALS OR STUBOUTS SHALL BE CLEARLY MARKED BY ETCHING OR CUTTING IN THE CONCRETE CURB AND "S" FOR SANITARY AND A "W" FOR WATER. WHERE CURB DOES NOT EXIST OR IS NOT PLANNED, SERVICE LINE LOCATIONS SHALL BE ADEQUATELY MARKED BY A METHOD APPROVED BY CITY OF OCOEE.
20. A CONSTRUCTION METER IS REQUIRED BY CITY OF OCOEE.
21. CURB STOP LOCKS ARE REQUIRED ON THE SERVICES PER CITY OF OCOEE.
22. SERVICES SHALL BE BURIED AFTER FINAL WALK THRU ACCEPTANCE.
24. THE CONTRACTOR SHALL PROVIDE TEST ASSEMBLIES AND TRACER WIRE TO BOTH METALLIC AND NON-METALLIC PIPE AS PER CITY OF OCOEE DESIGN STANDARDS AND DETAILS.
25. FOR "HOT-TAP" CONNECTIONS TO EXISTING PIPING, THE CONTRACTOR AND SHALL RETAIN AND USE A CITY PRE-APPROVED SPECIALTY CONTRACTOR.

PAVING AND DRAINAGE

1. THE CONTRACTOR SHALL CONSTRUCT PAVEMENT IN ACCORDANCE WITH TYPICAL PAVEMENT SECTIONS AND CITY OF OCOEE SPECIFICATIONS. THE FINISHED PAVEMENT GRADES SHALL CONFORM TO THOSE SPECIFIED ON THE GRADING PLAN.
2. EXCAVATION, PAVING AND STORM SEWER WORK SHALL BE DONE IN ACCORDANCE WITH F.D.O.T. "STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION" AND THE CITY OF OCOEE SPECIFICATIONS.
3. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATIONS AT PROPERTY LINES. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE OF THE SITE TO THE RETENTION PONDS AS SHOWN BY PROPOSED GRADES AND FLOW ARROWS.
4. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE AND PROPER SOIL EROSION CONTROL MEASURES FOR PROTECTION OF ALL DRAINAGE AND SEWER STRUCTURES AND AT ALL ADJACENT LANDS AND ROADS. CONTRACTOR SHALL PROVIDE EROSION AND SEDIMENT CONTROL DURING THE CONSTRUCTION PHASE PER SJRWMD, FDEP, CITY OF OCOEE AND FDOT REQUIREMENTS.
5. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL GEOTECHNICAL REPORTS PREPARED FOR THE SITE. ALL SITE GRADING IS TO CONFORM TO THE GEOTECHNICAL REPORT, SPECIFICATIONS, AND DETAILS.
6. SOIL BORINGS AND SOIL ENGINEERING SERVICES HAVE BEEN PROVIDED BY ARDAMAN & ASSOCIATES, INC. AND ADDITIONAL SERVICES WILL BE PROVIDED TO THE CONTRACTOR UPON REQUEST TO THE OWNER. THIS ENGINEERING FIRM ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS, ACCURACY AND COMPLETENESS OF THEIR WORK. EXCAVATION OF UNSUITABLE FILL AND COMPACTION SHALL BE DONE IN ACCORDANCE WITH THE SOILS REPORTS PREPARED BY ARDAMAN & ASSOCIATES, INC.
7. THE SITE SHALL BE CLEARED OF ALL TREES EXCEPT THOSE WHICH ARE DESIGNATED TO BE SAVED OR RELOCATED. BEFORE CONSTRUCTION, THE CONTRACTOR SHALL MEET AT THE SITE WITH THE OWNER. AT THIS TIME, ANY TREES TO BE SAVED SHALL BE POINTED OUT AND TAGGED. THESE TREES SHALL BE PROTECTED FROM DAMAGE. AN ARBOR PERMIT MAY BE REQUIRED FROM THE CITY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. THE CONTRACTOR SHALL LOCATE ALL UTILITIES OR UNDERGROUND STRUCTURES PRIOR TO CONSTRUCTION AND NOTIFY EACH RESPECTIVE UTILITY OWNER FORTY-EIGHT HOURS (TWO WORKING DAYS) PRIOR TO COMMENCEMENT OF CONSTRUCTION.
9. THE CONTRACTOR IS DIRECTED TO NOTIFY SPRUCE CREEK CIVIL ENGINEERING, INC. IF A PAVEMENT OR FOUNDATION STAKE IS DISTURBED, AND/OR OF PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
10. THE CONTRACTOR SHALL INSTALL DROP CURBS AND HANDICAP RAMPS AT ALL INTERSECTIONS OF THE SIDEWALK WITH THE PROPOSED PAVEMENT TO MEET CITY OF OCOEE AND A.D.A. SPECIFICATIONS.
11. ALL MANHOLE AND INLET STRUCTURES SHALL BE PRECAST CONCRETE.
12. THE CONTRACTOR SHALL USE CONCRETE WITH A MIN. 28 DAY STRENGTH OF 3,000 P.S.I.
13. ALL SIDEWALK WIDTHS SHALL BE 5' OR AS NOTED AND SHALL HAVE 1" DEEP CONTRACTION JOINTS EVERY 5' AND AN EXPANSION JOINT EVERY 20' MIN. SIDEWALK SLOPES SHALL BE 2% MAX. CROSS SLOPE. MINIMUM LENGTH OF SIDEWALK SECTION SHALL BE 20'.
14. PROVIDE F.D.O.T. TYPE III SILT FENCE ALONG THE PROPERTY LINES DURING CONSTRUCTION AS REQUIRED TO PREVENT SEDIMENTATION.
15. ALL TEST REPORTS GENERATED BY A TESTING FIRM ARE TO HAVE COPIES SENT DIRECTLY TO CITY OF OCOEE AS SOON AS THEY ARE GENERATED. CLEARANCE FROM CITY OF OCOEE SHALL BE RECEIVED PRIOR TO PAVING.
16. CONTRACTOR SHALL COMPLY WITH ALL OF CITY OF OCOEE REQUIREMENTS FOR INSPECTION AND TESTING.
17. ALL CONCRETE PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC.
18. ALL PAVEMENT MARKING, STRIPING, SIGNS AND OTHER TRAFFIC CONTROL EQUIPMENT AND INSTALLATION SHALL MEET CITY OF OCOEE TRANSPORTATION ENGINEERING AND FEDERAL BUREAU MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) STANDARDS AND REGULATIONS AND REQUIREMENTS AND REQUIREMENTS AS WELL AS THE CITY OF OCOEE LAND DEVELOPMENT CODE (L.D.C.).
19. REGULATORY SIGNS AND MARKINGS SHALL BE IN PLACE PRIOR TO FINAL INSPECTION OF PAVING AND DRAINAGE IMPROVEMENTS.
20. PAVEMENT RETURN RADII SHALL BE MEASURED FROM THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
21. CONCRETE SIDEWALKS TO BE CONSTRUCTED WITH INFRASTRUCTURE.
22. ALL DISTURBED AREAS WITHIN CITY OF OCOEE OR FDOT RIGHT-OF-WAY SHALL BE SODDED.
23. PONDS AND SWALES WILL BE SODDED AND CONSTRUCTED ALONG WITH THE INFRASTRUCTURE.
24. POND SLOPES AND BERMS SHALL BE SODDED TO BOTTOM.
25. CONTRACTOR IS TO ADJUST FINAL GRADES AT ENTRANCE AS REQUIRED TO MAINTAIN ADEQUATE SITE DISTANCE AS SHOWN BY SITE DISTANCE TRIANGLES ON PLANS. THIS WILL ALLOW FOR MAXIMUM PRESERVATION OF EXISTING TREES.
26. ROADWAYS AND PARKING AREAS ARE DESIGNED IN SUBSTANTIAL ACCORDANCE WITH THE APPLICABLE STANDARDS AS SET FORTH IN THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" AS PREPARED BY FDOT, LATEST EDITION AND CITY OF OCOEE SPECIFICATIONS.
27. THE CONTRACTOR SHALL RESTORE OFF SITE CONSTRUCTION AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
28. THE CONTRACTOR SHALL CONSTRUCT ALL STORM SEWER APPURTENANCES IN ACCORDANCE WITH THE SOUTH WEST FLORIDA WATER MANAGEMENT DISTRICT REQUIREMENTS AND CITY OF OCOEE SPECIFICATIONS.
29. EXCAVATION, PAVING AND STORM SEWER WORK SHALL BE DONE IN ACCORDANCE WITH F.D.O.T. "STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION", AND CITY OF OCOEE SPECIFICATIONS AS WELL AS REQUIREMENTS FOR SITE WORK AS SHOWN IN GEOTECHNICAL REPORTS AS PREPARED BY ARDAMAN & ASSOCIATES, INC.
30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE BUFFERS, RETENTION AND DETENTION FACILITIES, EASEMENTS, ETC. UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER. ALL DISRUPTED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION.
31. THE CONTRACTOR SHALL INSURE THAT PROPER SOIL DENSITIES ARE ACHIEVED FOR PLACEMENT OF ALL PAVEMENT HEADWALL/ENDWALL FOOTINGS, RETAINING WALLS, AND IN GENERAL, ANY FOOTING SUPPORT DESCRIBED ON THESE PLANS. IT WILL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SUFFICIENT SOILS TESTING HAS PERFORMED PRIOR TO CONSTRUCTION.
32. THE CONTRACTOR SHALL COMPLY WITH THE CITY OF OCOEE AND FDOT SPECIFICATIONS FOR STRIPPING, CLEARING, GRUBBING, GRADING, BACKFILLING, AND EMBANKMENT PREPARATION WITHIN ALL DESIGNED ROADWAY RIGHT-OF-WAY SECTIONS.
33. AFTER THE ROADWAY HAS BEEN CONSTRUCTED TO SUBGRADE, IT SHALL BE PROOF-ROLLED TO ASSURE THAT PROPER COMPACTION HAS BEEN ATTAINED. THE PROOF-ROLLING AND COMPACTION OPERATIONS SHALL BE INSPECTED AND TESTED BY A FLORIDA LICENSED SOILS ENGINEER TO ASSURE THAT THE SPECIFIED COMPACTION IS MAINTAINED AND ALL DELETERIOUS MATERIALS HAVE BEEN REMOVED.
34. COMPACT ALL UTILITY TRENCHES WITHIN THE TOP 2' OF THE ROADWAY TO 98% OF THE MODIFIED PROCTOR DENSITY: WITHIN OTHER AREAS TO 95%
35. IN OTHER AREAS WHICH REQUIRE FILL MATERIAL THE CONTRACTOR WILL STRIP OR OTHERWISE REMOVE ALL VEGETATION SUCH AS BRUSH, HEAVY SODS, HEAVY GROWTH OF GRASS, DECAYED VEGETABLE MATTER, RUBBISH AND ANY OTHER DELETERIOUS MATERIAL BEFORE EMBANKMENT IS STARTED. IMMEDIATELY PRIOR TO THE PLACING OF FILL MATERIALS, THE ENTIRE AREA UPON WHICH FILL IS TO BE PLACED, SHALL BE SCARIFIED IN A DIRECTION APPROXIMATELY PARALLEL THE THE AXIS OF FILL. THE SOIL ENGINEER SHALL APPROVE THE AREA PRIOR TO THE PLACEMENT OF FILL.
36. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY, AND SHALL ROUTE DISCHARGE WATER IN SUCH A MANNER TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM SITE.
37. ALL PRECAST DRAINAGE STRUCTURES TO HAVE STEEL ANGLE IRON FRAME. ALL STRUCTURES IN PAVED AREAS TO HAVE STEEL RECTILINEAR GRATES WITH H-20 LOADING.
38. CONTRACTOR TO ENSURE POSITIVE FLOW WITHIN STORM SEWER SYSTEM, ANY AREAS OF STANDING WATER IN THE PIPING SHALL BE CAUSE FOR REJECTION.
39. CONTRACTOR TO FLUSH THE STORM SEWER SYSTEM AND ENSURE POND BOTTOMS ARE FREE OF SEDIMENT PRIOR TO ACCEPTANCE BY CITY OF OCOEE AND THE OWNER.
40. HDPE SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATION 948. RCP CAN BE USED AS AN ALTERNATIVE.

STORMWATER POLLUTION PREVENTION NOTES:

1. THE CONTRACTOR SHALL EXECUTE ALL MEASURES NECESSARY TO LIMIT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT TO THE VOLUME AND AMOUNT THAT ARE EXISTING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THIS CONDITION WILL BE SATISFIED FOR THE TOTAL ANTICIPATED CONSTRUCTION PERIOD. PROVISION MUST BE MADE TO PRESERVE THE INTEGRITY GRADING PATTERNS, ETC. REQUIRED TO MEET THIS PROVISION THROUGHOUT THE LIFE OF THE CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE HAY BALES, SILT BARRIERS, TEMPORARY GRASSING, ETC. AS REQUIRED TO FULLY COMPLY WITH THE INTENT OF THIS SPECIFICATION.
2. NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
3. THE SURFACE AREA OF OPEN, RAW ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL BE CONTROLLED, SO THAT THIS OPERATION WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.
4. INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT LADEN STORMWATER RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.
5. AREAS OPENED BY CONSTRUCTION OPERATIONS THAT ARE NOT ANTICIPATED TO BE DRESSED OR RECEIVE FINAL GRASSING TREATMENT WITH IN THIRTY DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER, DURING THE SEASON IN WHICH IT IS PLANTED. TEMPORARY SEEDING SHALL BE CONTROLLED SO AS TO NOT ALTER OR COMPETE WITH PERMANENT GRASSING. THE RATE OF SEEDING SHALL BE 30 POUNDS PER ACRE.
6. THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED AS REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER.
7. IF AFTER 14 DAYS, THE TEMPORARY GRASSES AREAS HAVE NOT ATTAINED A MINIMUM OF 75% GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED TO ESTABLISH THE DESIRED VEGETATION COVER.
8. ALL FEATURES OF THE PROJECT SHALL BE CONSTRUCTED TO PREVENT EROSION AND SEDIMENT AND SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION PROPERLY WITHOUT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT.
9. ALL DISTURBED AREAS OUTSIDE THE EXCAVATION AND FILL LIMITS WILL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THEIR CONDITION PRIOR TO CONSTRUCTION.
10. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL NEWLY PLANTED GRASSES OR VEGETATION AND RETENTION/DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE CITY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF EMBANKMENTS AND SHALL REPLACE ANY PORTION, WHICH IN THE OPINION OF THE ENGINEER, HAS BECOME DISPLACED DUE TO EROSION OR DUE TO CARELESSNESS OR NEGLIGENCE ON THE PART OF THE CONTRACTOR.
12. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS CONTROLLING POLLUTION OF THE ENVIRONMENT. MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO CONTROL EROSION AND SEDIMENT RUNOFF FROM THE SITE DURING CONSTRUCTION. SUCH METHODS SHALL BE IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
13. ABSOLUTELY NO WORK WILL BE ALLOWED WITHIN ANY CONSERVATION AREA, BUFFER AREA, MITIGATION AREA OR DESIGNATED WETLAND AREA UNLESS SO SPECIFICALLY DESCRIBED BY THE PLANS AND GRANTED BY REASON OF PERMIT FROM THE GOVERNMENTAL ENTITY HAV



STORMWATER POLLUTION PREVENTION NOTES:

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2. NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
3. THE SURFACE AREA OF OPEN, RAW ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL BE CONTROLLED, SO THAT THIS OPERATION WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.
4. INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT LADEN STORMWATER RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.
5. AREAS OPENED BY CONSTRUCTION OPERATIONS THAT ARE NOT ANTICIPATED TO BE DRESSED OR RECEIVE FINAL GRASSING TREATMENT WITH IN THIRTY DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER, DURING THE SEASON IN WHICH IT IS PLANTED. TEMPORARY SEEDING SHALL BE CONTROLLED SO AS TO NOT ALTER OR COMPETE WITH PERMANENT GRASSING. THE RATE OF SEEDING SHALL BE 30 POUNDS PER ACRE.
6. THE SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED AS REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER.
7. IF AFTER 14 DAYS, THE TEMPORARY GRASSES AREAS HAVE NOT ATTAINED A MINIMUM OF 75% GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED TO ESTABLISH THE DESIRED VEGETATION COVER.
8. ALL FEATURES OF THE PROJECT SHALL BE CONSTRUCTED TO PREVENT EROSION AND SEDIMENT AND SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION PROPERLY WITHOUT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT.
9. ALL DISTURBED AREAS OUTSIDE THE EXCAVATION AND FILL LIMITS WILL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THEIR CONDITION PRIOR TO CONSTRUCTION.
10. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL NEWLY PLANTED GRASSES OR VEGETATION AND RETENTION/DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE COUNTY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF EMBANKMENTS AND SHALL REPLACE ANY PORTION, WHICH IN THE OPINION OF THE ENGINEER, HAS BECOME DISPLACED DUE TO EROSION OR DUE TO CARELESSNESS OR NEGLIGENCE ON THE PART OF THE CONTRACTOR.
12. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS CONTROLLING POLLUTION OF THE ENVIRONMENT. MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO CONTROL EROSION AND SEDIMENT RUNOFF FROM THE SITE DURING CONSTRUCTION. SUCH METHODS SHALL BE IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
13. ABSOLUTELY NO WORK WILL BE ALLOWED WITHIN ANY CONSERVATION AREA, BUFFER AREA, MITIGATION AREA OR DESIGNATED WETLAND AREA UNLESS SO SPECIFICALLY DESCRIBED BY THE PLANS AND GRANTED BY REASON OF PERMIT FROM THE GOVERNMENTAL ENTITY HAVING JURISDICTION OVER SAID AREA.
14. PRIOR TO CLEARING AND GRUBBING, THE LIMITS OF WETLANDS, BUFFERS WETLANDS, BUFFERS AND MITIGATION AREAS SHALL BE CLEARLY MARKED ALONG THE PROPOSED RIGHT OF WAY LINE TO PROTECT THESE AREAS FROM ENCROACHMENT FROM CONSTRUCTION ACTIVITIES.
15. ALL FILL EMBANKMENT AND GRADED AREAS SHALL BE PROTECTED AGAINST EROSION BY METHODS STATED IN SECTION 104, F.D.O.T. STANDARD SPECIFICATIONS FOR BRIDGE AND ROAD CONSTRUCTION. SIDE SLOPE MAY BE SEED AND MULCHED, PROVIDED THAT THE MULCH MATERIAL IS DISC HARROWED AND THE SIDE SLOPES ARE NEITHER GREATER THAN 3:1 NOR PART OF A DRAINAGE CONVEYANCE.
16. REFER TO POND DETAIL SHEETS FOR EROSION CONTROL MEASURES AT POND OUTFALLS.
17. EROSION CONTROL AT ALL INLET DRAINAGE STRUCTURES DURING CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH INDEX NO. 102.
18. INSPECTIONS ON EROSION CONTROL MEASURES WILL BE PERFORMED BY THE CONTRACTOR ONCE PER WEEK AND WITHIN 24 HOURS AFTER 1/4 INCH OF RAINFALL. THE INSPECTIONS MUST BE LOGGED BY THE CONTRACTOR AND KEPT WITH THE APPROVED PLANS AND SWPPP.
19. GRAVEL CONSTRUCTION ENTRANCES SHALL BE PROVIDED TO MINIMIZE EXPORT OF ONSITE DIRT. THE CONSTRUCTION ENTRANCES SHALL BE SWEPT DAILY AND LOGGED BY THE CONTRACTOR.
20. SEE EROSION CONTROL NOTES ON THE NOTES SHEET C-102.

CERTIFICATION FOR CONTRACTORS AND SUB-CONTRACTORS

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND TERMS AND CONDITIONS OF THE GENERIC STORMWATER PERMIT ISSUED PURSUANT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

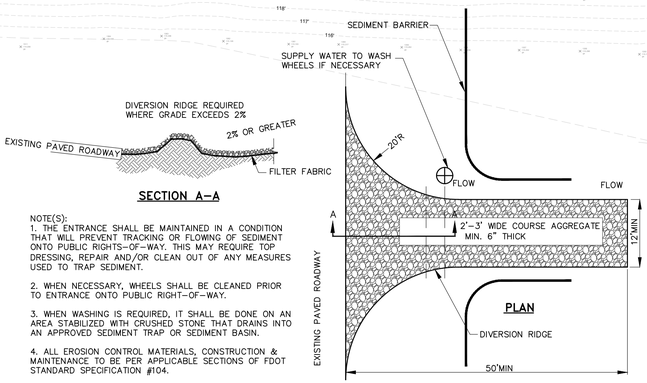
NAME: _____ SIGNATURE: _____ DATE: _____

ADDRESS: _____ TELEPHONE: _____

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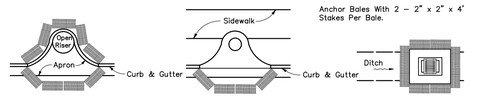
NAME: _____ SIGNATURE: _____ DATE: _____

ADDRESS: _____ TELEPHONE: _____



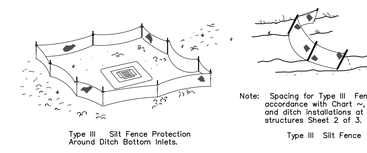
NOTE(S):
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
4. ALL EROSION CONTROL MATERIALS, CONSTRUCTION & MAINTENANCE TO BE PER APPLICABLE SECTIONS OF FDOT STANDARD SPECIFICATION #104.
5. USE SANDBAGS OR OTHER APPROVED METHODS TO CHANNELIZE RUNOFF TO BASIN REQUIRED.
6. COURSE AGGREGATE & FILTER FABRIC TO BE PER SECTIONS OF FDOT STANDARD SPECIFICATION #901 & #985 RESPECTIVELY.

992 — TEMPORARY CONSTRUCTION ENTRANCE DETAIL
N.T.S.



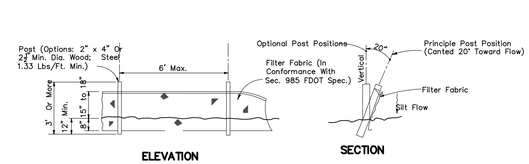
PARTIAL INLET | COMPLETED INLET | DITCH BOTTOM INLET

PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

SILT FENCE APPLICATIONS



ELEVATION | SECTION

Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

TYPE III SILT FENCE

102 — BALED HAY OR STRAW BARRIERS AND SILT FENCES
N.T.S.

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

EROSION CONTROL
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7875

ENGINEER IN CHARGE:
RAND F. GLUNT, PE #67459
CERTIFICATE OF AUTHORIZATION NO. 33151

NO.	DATE	REVISIONS
1	08/29/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/22/25
2	02/03/26	REVISIONS PER SJRWMD EMAIL 1/29/26
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 2024-010
DATE: 11/08/24
SCALE: 1" = 30'
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

C-103
4 OF 35

C:\Users\david\OneDrive - sccivil.com\Projects\2024-010 Ocoee Industrial\Drawings\SHEETS\Erosion Control.dwg Layout: 4 EROSION CONTROL Plotted: 4/6/2026 10:43 AM By:David Glunt

ZONING: C-2; COMMUNITY COMMERCIAL

FUTURE LAND USE: COMMERCIAL (COMM)

Point of Beginning
(Parcel 2)
Set ½" Rebar & Cap
"LB 7623"

473.700
S89° 01' 29.49"W

BEGINNING OF WALL

20' PROPOSE PRIVATE UTILITY EASEMENT

TYPE D CURB 300D C301

RETAINING WALL BY OTHERS (TYP.)

PROPOSED 27.5'X25' UTILITY AND CROSS ACCESS EASEMENT

917B C302 DUMPSTER PAD

PROPOSED 6' MASONRY WALL

END OF WALL

18' PROPOSED PRIVATE UTILITY EASEMENT

30' PROPOSED PRIVATE UTILITY EASEMENT

LIFT STATION 15 X 22 GRAVEL AREA

Lift Station Wet Well
Top Elev: 123.62'
In 6" PVC Invert: 116.67'
Out 2" PVC Invert: 116.62'
Bottom Elev: 115.67'

Lift Station Control Panel

Valve Box

Set ½" Rebar & Cap "LB 7623"

10' BERM

CONCRETE RIBBON CURB (TYP.)

R5'

TYPE D CURB (TYP.)

R20'

22'

5' CONCRETE APRON

300M C301 MIAMI CURB

BUILDING 3
9,000 SF

100'

90'

5.5' SIDEWALK (TYP.)

6' SIDEWALK (TYP.)

PERVIOUS PAVER DOUBLE SIDED SIGN

920 C301

BICYCLE RACK (TYP.)

24" STOP SIGN AND BAR (TYP.)

5' SIDEWALK (TYP.)

15.00' 10' SIGN SETBACK

MAGUIRE ROAD

6" STEPS WITH HANDRAIL BY OTHERS (TYP.)

RETAINING WALL WITH HANDRAIL BY OTHERS (TYP.)

EOP

ZONING: C-2; COMMUNITY COMMERCIAL

FUTURE LAND USE: COMMERCIAL (COMM)

TYPE F CURB (TYP.)

300V C301 VALLEY GUTTER

212 C302 30" HIGH INTESITY STOP SIGN, BAR, AND CROSSWALK

304 C302 RAMPS FOR PEDESTRIAN TRAFFIC FDOT CR-F

MONUMENT (TYP.)

300F C301 TYPE F CURB

12" WM

TYPE D CURB (TYP.)

END OF ROAD MARKERS 328 C302

ZONING: I-1; RESTRICTED MANUFACTURING AND WAREHOUSE

FUTURE LAND USE: LIGHT INDUSTRIAL (L-1)

323.450'
S00° 45' 37.51"E

6" RIBBON CURB TO BORDER PAVERS (TYP.)

981 C302 PERVIOUS PAVER SIGNAGE (TYP)

NO PARKING OR STANDING FIRE LANE, MARKINGS AND CURB PAINTED RED

TYPE D CURB (TYP.)

CONCRETE RIBBON CURB 300R C301

RETAINING WALL WITH HANDRAIL BY OTHERS (TYP.)

346.711'
S00° 45' 30.61"E

R35'

VALLEY GUTTER (TYP.)

5' SIDEWALK (TYP.)

320 C302 PAVER CROSSWALK

989 C307 GUTTER INLET TYPE V

915 C307

921 C301

81.18'

901S C302 CONCRETE WHEEL STOP

916 C301

BICYCLE RACK (TYP.)

HANDICAPPED PARKING PW006 C306

PW005 C306 SIDEWALK, CURB, AND PAVEMENT

MIAMI CURB (TYP.)

TYPE F CURB (TYP.)

BUILDING 1
22,500 SF

BUILDING 2
11,250 SF

125'

PERVIOUS PAVER 981 C302

917 C301

225'

4" CONCRETE APRON

919 C301

ZONING: A-1; GENERAL AGRICULTURAL

FUTURE LAND USE: LOW DENSITY RESIDENTIAL (LDR)

80.91'

R3'

NO PARKING OR STANDING FIRE LANE MARKINGS

TYPE D CURB (TYP.)

NO PARKING OR STANDING FIRE LANE MARKINGS AND CURB PAINTED RED

BEGINNING OF WALL

304 0.000 CALC SET

31.74'

TYPE F CURB (TYP.)

42.01'

END OF WALL

PROPOSED 6' MASONRY WALL

DUMPSTER PAD (TYP.)

OUTDOOR PLAZA
1,000 SF

25'

40'

15'

15.00' Top: 119.40' N Inv.: 115.05' S Inv.: 115.10' E Inv.: 115.03'

Top Inlet Top: 119.05' Inv.: 115.73'

6" STEPS WITH HANDRAIL BY OTHERS (TYP.)

PROPOSED 14'X15' UTILITY EASEMENT (2) 8'X2' CONCRETE PADS FOR BACKFLOW PREVENTER. NO STRUCTURES OR FOUNDATIONS ARE ALLOWED WITHIN THE EASEMENT

S88° 09' 30.51"E
473.333

Set ½" Rebar & Cap "LB 7623"
The N R/W Line of Tavares & Gulf Railroad (Today Known as CSX Transportation INC Railroad)

Set ½" Rebar & Cap "LB 7623"
The W R/W Line of H.M. Bowness Road (Today Known as Maguire Road)

RETAINING WALL BY OTHERS (TYP.)

RETAINING WALL WITH HANDRAIL BY OTHERS (TYP.)

BICYCLE RACK (TYP.)

(Variable Width Right-of-Way)

CSX Transportation Railroad

ZONING: I-1; RESTRICTED MANUFACTURING AND WAREHOUSE

FUTURE LAND USE: LIGHT INDUSTRIAL (L-1)

PARKING:

REQUIRED PARKING:

OFFICE:	1 SPACE PER 250 SF 18,000 SF / 250	= 72 SPACES
WAREHOUSE:	1 SPACE PER 1,000 SF 24,750 SF / 1,000	= 24.75 SPACES
TOTAL:		= 96.75 SPACES

PROVIDED PARKING:

REGULAR PARKING	93 SPACES
HANDICAP PARKING	4 SPACES
TOTAL PARKING SPACES PROVIDED	97 SPACES

LAND USE DATA:

TOTAL AREA	3.640	ACRES (100%)
PROPOSED BUILDING AREA (DCIA)	0.981	ACERS (27.0%)
PROPOSED PAVEMENT AREA (DCIA)	1.169	ACERS (32.2%)
PROPOSED GRAVEL AREA	0.008	ACERS (0.2%)
PROPOSED PERVIOUS AREA	0.593	ACRES (16.3%)
PROPOSED PERVIOUS PAVER AREA	0.278	ACRES (7.7%)
WET POND AREA	0.416	ACRES (11.4%)
DRY POND AREA	0.190	ACRES (5.2%)
TOTAL IMPERVIOUS AREA (BLDG+PVMT+GRVL+PVRPVM)	2.437	ACRES (67.0%)

GRAPHIC SCALE 1" = 20'
0 20' 40'

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

SITE PLAN
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7675

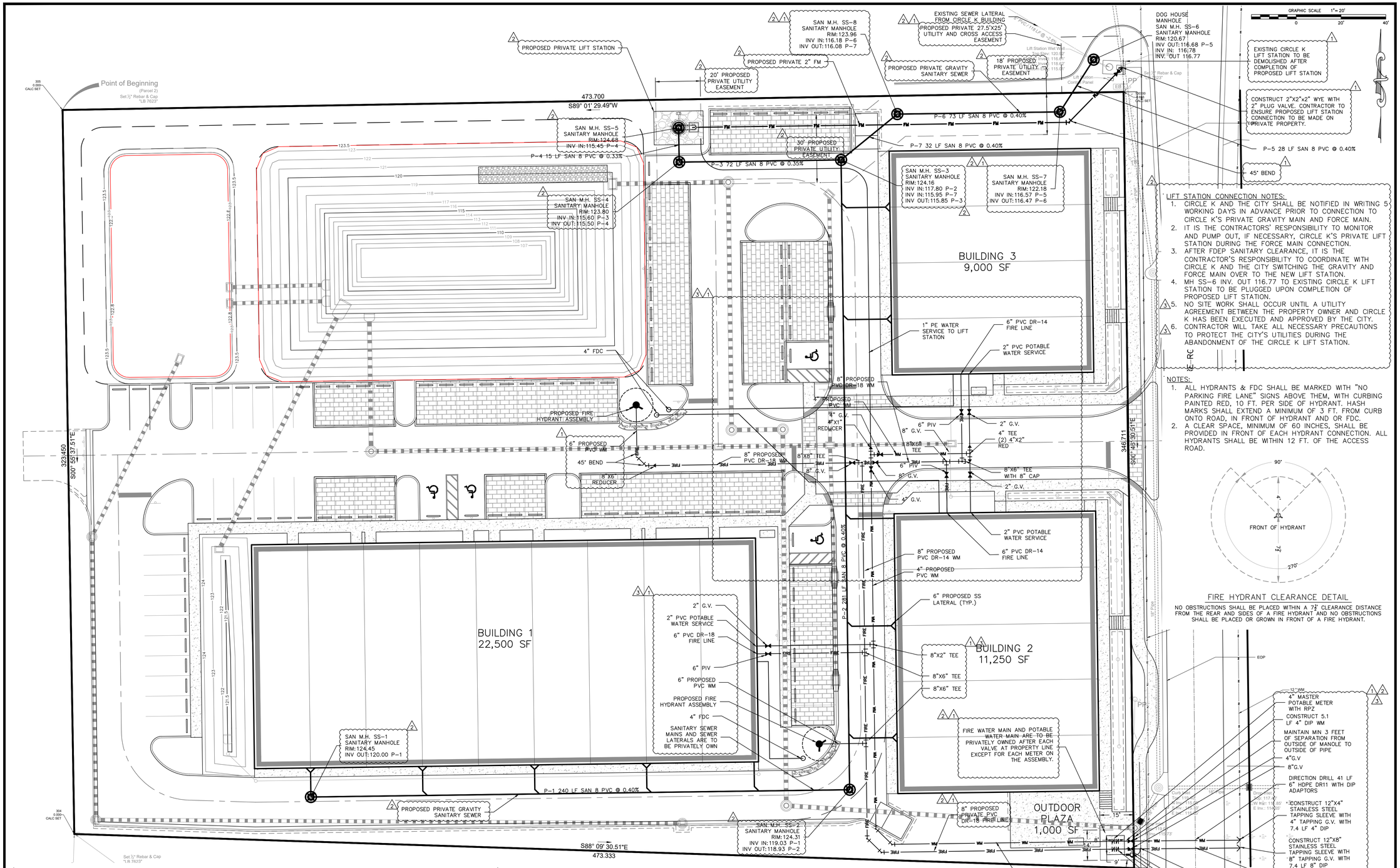
ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

NO.	DATE	REVISIONS
1	08/29/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/21/25
2	11/14/25	REVISIONS PER CITY OF OCOEE COMMENTS 11/13/25
3	12/22/25	REVISIONS PER ILR/MKO COMMENTS 11/25/25
4	02/21/26	REVISIONS PER OCOEE COMMENTS 02/21/26
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JOB # 2024-010
DATE: 11/08/24
SCALE: 1" = 20'
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

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LIFT STATION CONNECTION NOTES:

1. CIRCLE K AND THE CITY SHALL BE NOTIFIED IN WRITING 5 WORKING DAYS IN ADVANCE PRIOR TO CONNECTION TO CIRCLE K'S PRIVATE GRAVITY MAIN AND FORCE MAIN.
2. IT IS THE CONTRACTORS' RESPONSIBILITY TO MONITOR AND PUMP OUT, IF NECESSARY, CIRCLE K'S PRIVATE LIFT STATION DURING THE FORCE MAIN CONNECTION.
3. AFTER FDEP SANITARY CLEARANCE, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH CIRCLE K AND THE CITY SWITCHING THE GRAVITY AND FORCE MAIN OVER TO THE NEW LIFT STATION.
4. MH SS-6 INV. OUT 116.77 TO EXISTING CIRCLE K LIFT STATION TO BE PLUGGED UPON COMPLETION OF PROPOSED LIFT STATION.
5. NO SITE WORK SHALL OCCUR UNTIL A UTILITY AGREEMENT BETWEEN THE PROPERTY OWNER AND CIRCLE K HAS BEEN EXECUTED AND APPROVED BY THE CITY.
6. CONTRACTOR WILL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE CITY'S UTILITIES DURING THE ABANDONMENT OF THE CIRCLE K LIFT STATION.

NOTES:

1. ALL HYDRANTS & FDC SHALL BE MARKED WITH "NO PARKING FIRE LANE" SIGNS ABOVE THEM, WITH CURBING PAINTED RED, 10 FT. PER SIDE OF HYDRANT. HASH MARKS SHALL EXTEND A MINIMUM OF 3 FT. FROM CURB ONTO ROAD, IN FRONT OF HYDRANT AND OR FDC.
2. A CLEAR SPACE, MINIMUM OF 60 INCHES, SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION. ALL HYDRANTS SHALL BE WITHIN 12 FT. OF THE ACCESS ROAD.

FDEP SEPARATION REQUIREMENTS UNDER 62-555.314 EFFECTIVE 8-28-2003

HAZARD	HORIZONTAL SEPARATION	VERTICAL SEPARATION		JOINT SPACING
		WATER ABOVE	WATER BELOW	
STORM SEWER	3FT MIN	12IN PREF, 6IN MIN	12IN MIN *	3FT MIN
STORM FORCE MAIN	3FT MIN	12IN MIN	12IN MIN	3FT MIN
RECLAIMED WATER IF REGULATED UNDER 62-610	3FT MIN	12IN MIN	12IN MIN	3FT MIN
RECLAIMED WATER IF NOT REGULATED UNDER 62-610	10FT PREF, 6FT MIN	12IN MIN	12IN MIN	6FT MIN
VACUUM SANITARY SEWER	10FT PREF, 3FT MIN	12IN PREF, 6IN MIN	12IN MIN	3FT MIN
GRAVITY SANITARY SEWER	10FT PREF, 6FT MIN, 3FT MIN IF WATER MAIN IS 6IN ABOVE GRAVITY SANITARY SEWER.	12IN PREF, 6IN MIN	12IN MIN *	6FT MIN
SANITARY SEWER FORCE MAIN	10FT PREF, 6FT MIN	12IN MIN	12IN MIN	6FT MIN
SEWAGE TREATMENT & DISPOSAL SYSTEM	10FT MIN	NONE	NONE	NONE

UTILITY NOTES:

1. CONTRACTOR TO MEET SECTION 3.16.9 OF THE FDOT UTILITY ACCOMMODATION MANUAL. ALL BORES SHALL EXTEND A MINIMUM OF 8 FEET FROM THE EDGE OF PAVEMENT.
2. CONTRACTOR TO VERIFY ALL UTILITIES PRIOR TO BEGINNING WORK.
3. TREE ROOT GUARD/BARRIER (MIN 48") TO BE INSTALLED FOR TREES LOCATED WITHIN 10' OF PUBLIC SIDEWALKS AND UTILITIES.

a. ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING STANDARDS MANUAL, MATERIALS LIST, AND DETAILS. FINAL PLAN APPROVAL DOES NOT PROVIDE EXEMPTION FROM THESE REQUIREMENTS.

b. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION.

c. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.

d. CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE, APPROVED MATERIALS LIST, AND CITY DETAILS. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE STANDARDS AND STANDARDS SET FORTH IN THESE NOTES SHALL BE FOLLOWED.

e. AS-BUILTS NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARDS MANUAL IN THE FOLLOWING FORMATS:
   i. ONE PDF COPY
   ii. ONE CAD COPY DRAWN IN STATE PLANE COORDINATEs

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

UTILITY PLAN
FOR
MAGUIRE PLAZA
FLORIDA
CITY OF OCOEE

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 801-7875

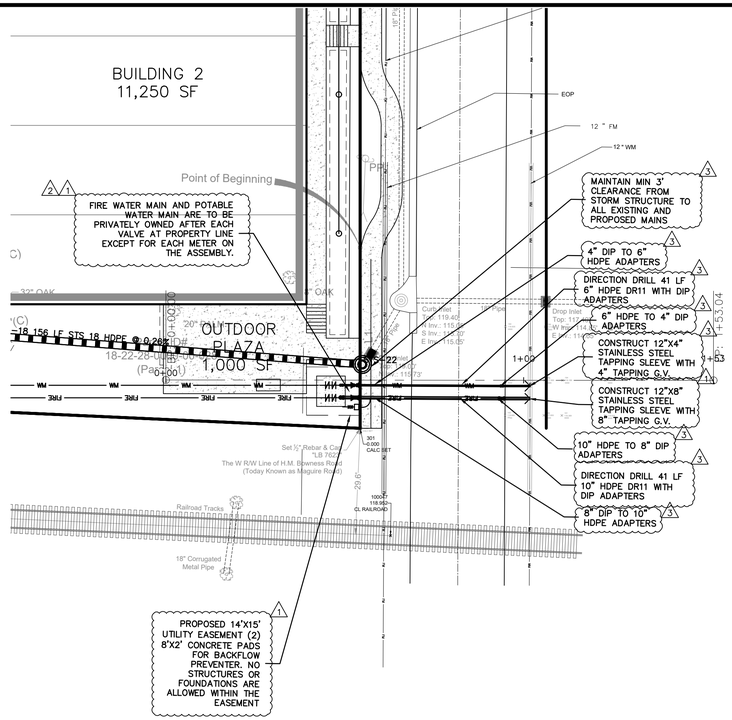
ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #67459
CERTIFICATE OF AUTHORIZATION NO. 33151

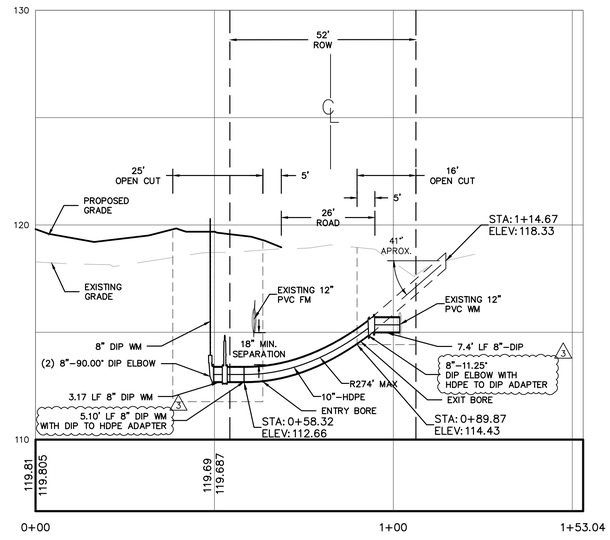
NO.	DATE	REVISIONS
1	08/29/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/22/25
2	11/14/25	REVISIONS PER CITY OF OCOEE COMMENTS 11/12/25
3	02/11/26	REVISIONS PER CITY OF OCOEE COMMENTS 02/11/26
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JOB # 2024-010
DATE: 11/08/24
SCALE: 1" = 20'
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

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C:\Users\david.QheDrive - sccivil.com\Projects\2024-010 Ocoee Industrial\Drawings\SHEETS\Utility Plan.dwg Layout:6 UTILITY PLAN Plotted:4/6/2026 10:43 AM By:David Glunt





GRAPHIC SCALE 1"= 20'
0 20' 40'

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

PLAN AND PROFILE
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7675

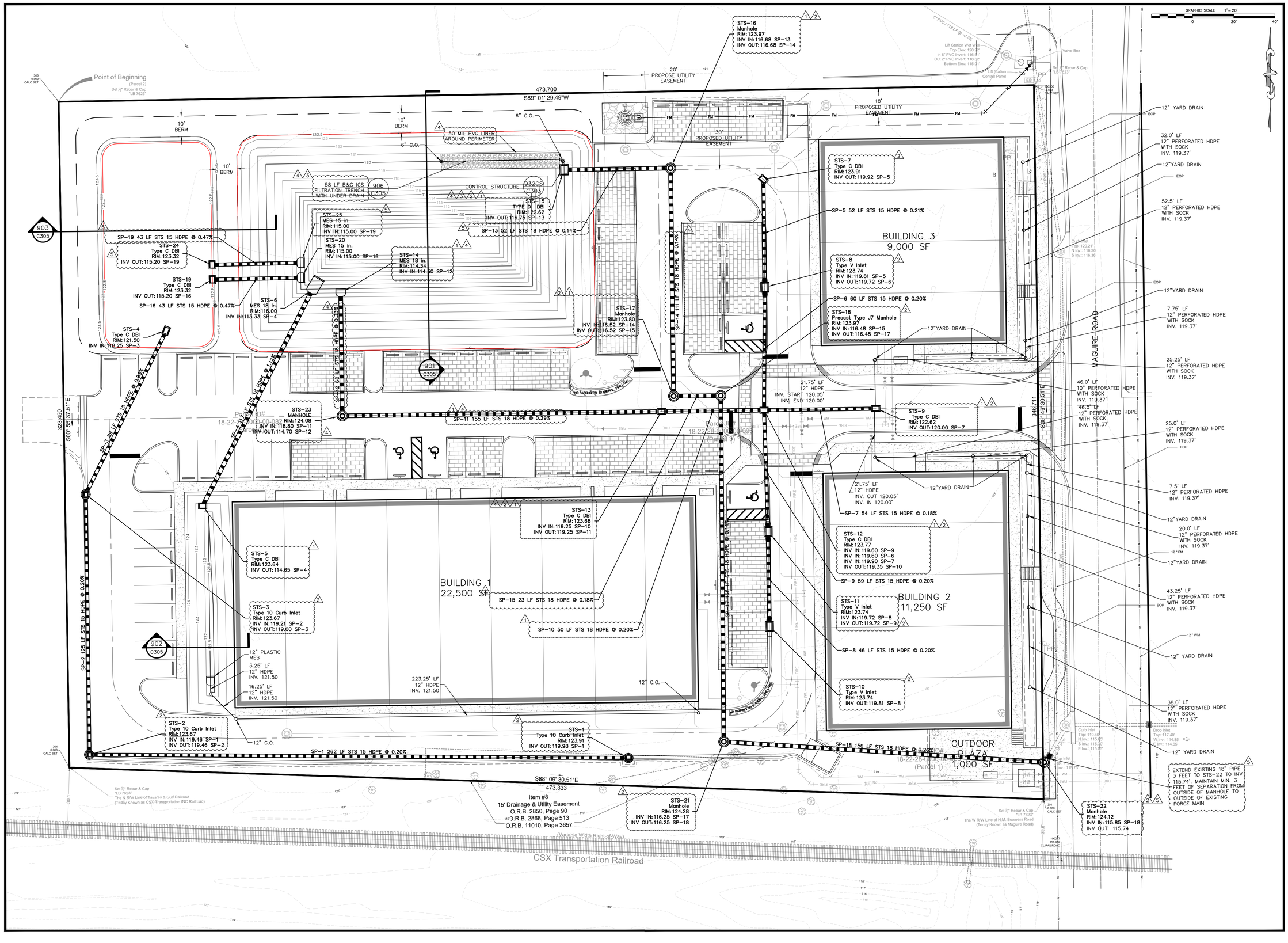
ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

1	08/29/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/27/25
2	11/14/25	REVISIONS PER CITY OF OCOEE COMMENTS 11/12/25
3	2/1/26	REVISIONS PER CITY OF OCOEE COMMENTS 02/1/26
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	DATE	REVISIONS

JOB # 2024-010
DATE: 11/08/24
SCALE: 1" = 20'
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

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SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

DRAINAGE PLAN
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7875

ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

NO.	DATE	REVISIONS
1	08/25/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/21/25
2	11/14/25	REVISIONS PER CITY OF OCOEE COMMENTS 11/12/25
3	12/23/25	REVISIONS PER SJRWMD COMMENTS 11/25/25
4	02/02/26	REVISIONS PER SJRWMD EMAIL 1/29/26
5	02/17/26	REVISIONS PER OCOEE COMMENTS 02/17/26
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JOB # 2024-010
DATE: 11/08/24
SCALE: 1" = 20'
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

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C:\Users\david\OneDrive - sccivil.com\Projects\2024-010 Ocoee Industrial\Drawings\SHEETS\Drainage Plan.dwg Layout:8 DRAINAGE PLAN Plotted: 4/6/2026 10:43 AM By:David Glunt

GRAPHIC SCALE 1" = 20'
0 20' 40'

Point of Beginning
(Parcel 2)
Set ½" Rebar & Cap
"LB 7623"

473.700
S89° 01' 29.49"W

BEGINNING OF WALL

RETAINING WALL BY OTHERS (TYP.)

9.30
C305

END OF WALL

BUILDING 3
9,000 SF
FFE
124.65'

BUILDING 1
22,500 SF
FFE
124.68'

BUILDING 2
11,250 SF
FFE
124.65'

OUTDOOR PLAZA
1,000 SF

BUILDING STEM WALL

HANDICAP RAMP 6.19% WITH HANDRAIL
35'

GRADE BERM/SWALE TO MOVE OFFSITE RUNOFF SOUTH

9.32
C305

9.31
C305

S00° 55' 57.51"E
S00° 45' 50.51"E
S88° 09' 30.51"E
473.333

MAGUIRE ROAD

EOP

RETAINING WALL WITH HANDRAIL BY OTHERS (TYP.)

RETAINING WALL BY OTHERS (TYP.)

12" FM

12" WM

Lift Station Wet Well
Top Elev: 120.92'
In 6" PVC Invert: 116.61'
Out 2" PVC Invert: 116.62'
Bottom Elev: 115.01'

Lift Station Control Panel

Valve Box

Set ½" Rebar & Cap
"LB 7623"
CALC SET

Curb Inlet
Top: 120.21'
N Inv.: 116.36'
S Inv.: 116.36'

Curb Inlet
Top: 119.40'
N Inv.: 115.90'
S Inv.: 115.90'

Drop Inlet
Top: 117.40'
W Inp.: 114.65'

SET CONCRETE PAD EL. FOR 8" MASTER METER WITH RPZ AND 8" DDCV AT 119.85' GROUND AROUND THIS AREA SHALL SLOPE TO PROPERTY LINE AND SIDEWALK.

BEGINNING OF WALL

Set ½" Rebar & Cap
"LB 7623"
The N R/W Line of Tavares & Gulf Railroad
(Today Known as CSX Transportation INC Railroad)

RETAINING WALL BY OTHERS (TYP.)

RETAINING WALL BY OTHERS (TYP.)

Set ½" Rebar & Cap
"LB 7623"
The W R/W Line of H.M. Bowness Road
(Today Known as Maguire Road)

(Variable Width Right-of-Way)
CSX Transportation Railroad

NOTE:
ALL FILL MATERIAL PLACED AROUND PERVIOUS PAVERS SHALL BE FREE DRAINING CLEAN FINE SAND WITH LESS THAN 3% PASSING THE NO. 200 SIEVE.

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

GRADING PLAN
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7875

ENGINEER IN CHARGE:
DAVID F. GUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

	DATE	REVISIONS
1	08/29/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/21/25
2	11/14/25	REVISIONS PER CITY OF OCOEE COMMENTS 11/12/25
3	12/22/25	REVISIONS PER SJRWMD COMMENTS 11/25/25
4	02/03/26	REVISIONS PER SJRWMD EMAIL 1/29/26
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JOB # 2024-010
DATE: 11/08/24
SCALE: 1" = 20'
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

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9 OF 35

C:\Users\dgvd\OneDrive - sccivil.com\Projects\2024-010 Ocoee Industrial\Drawings\SHEETS\Grading Plan.dwg Layout:9 GRADING PLAN Plotted:4/6/2026 10:43 AM By:David Gunt

GRAPHIC SCALE 1" = 20'
0 20' 40'

Point of Beginning
(Parcel 2)
Set ½" Rebar & Cap
"LB 7623"
305
0.000
CALC SET

473.700
S89° 01' 29.49"W

323.450
S00° 45' 37.51"E

304
0.000
CALC SET

Set ½" Rebar & Cap
"LB 7623"
The N R/W Line of Tavares & Gulf Railroad
(Today Known as CSX Transportation INC Railroad)

30.1'

S88° 09' 30.51"E
473.333

(Variable Width Right-of-Way)
CSX Transportation Railroad

Set ½" Rebar & Cap
"LB 7623"
The W R/W Line of H.M. Bowness Road
(Today Known as Maguire Road)

29.6'

301
0.000
CALC SET

100.0'
119.162'
CL RAILROAD

BUILDING 3
9,000 SF

BUILDING 1
22,500 SF

BUILDING 2
11,250 SF

OUTDOOR
PLAZA
1,000 SF

MAGUIRE ROAD

Sulphin Aerial Fire Truck

NO PARKING STANDING ANYTIME

6" PVC / 118 LF @ -2.8%

Lift Station Wet Well
Top Elev: 120.92'
In 6" PVC Invert: 116.61'
Out 2" PVC Invert: 118.62'
Bottom Elev: 115.01'

Lift Station
Control Panel

Valve Box

Set ½" Rebar & Cap
"LB 7623"

305
0.000
CALC SET

EB

PP

EOP

12" FM

12" WM

Curb Inlet
Top: 120.21'
N Inv.: 116.39'
S Inv.: 116.39'

Drop Inlet
Top: 119.40'
N Inv.: 115.03'
S Inv.: 115.03'

Drop Inlet
Top: 119.40'
W Inv.: 114.85'
E Inv.: 114.65'

Drop Inlet
Top: 119.02'
N Inv.: 115.73'

18" Pipe

15" Pipe

Sulphin Aerial Fire Truck

46.7
7.2
12.5
21.917
6.333

Sulphin Aerial Fire Truck
Overall Length 46.700ft
Overall Width 8.167ft
Overall Body Height 7.500ft
Min Body Ground Clearance 0.750ft
Track Width 8.167ft
Lock-to-lock time 6.00s
Curb to Curb Turning Radius 34.330ft

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

VEHICULAR PLAN
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7975

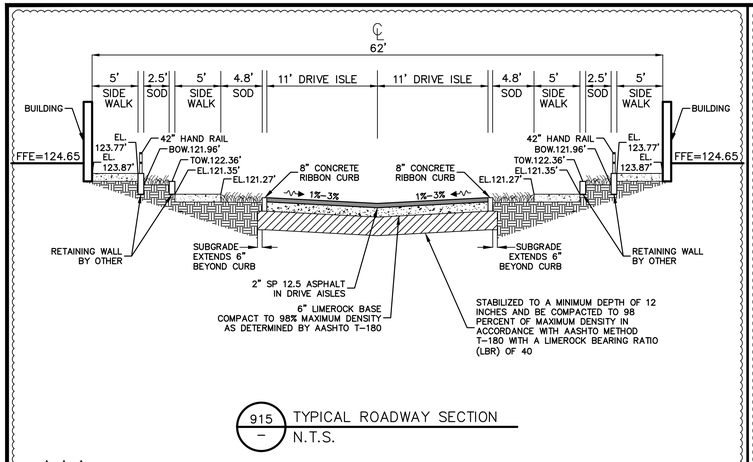
ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

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11	DATE	REVISIONS

JOB # 2024-010
DATE: 11/08/24
SCALE: 1" = 20'
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

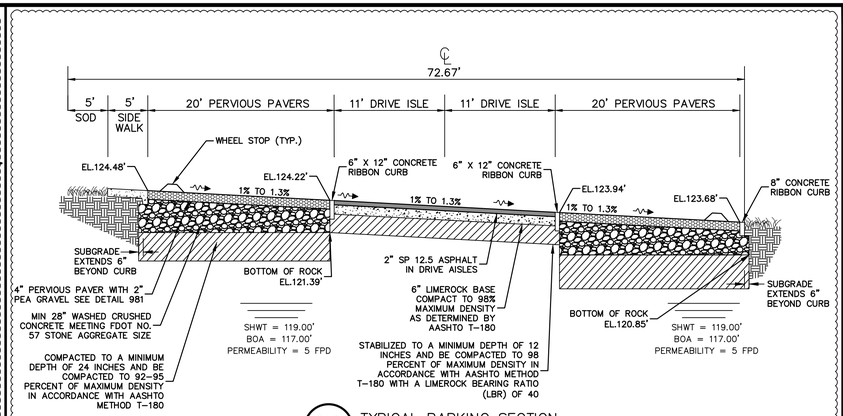
C-109
10 OF 35

C:\Users\david\OneDrive - sccivil.com\Projects\2024-010 Ocoee Industrial\Drawings\SHEETS\V Plan.dwg Layout:10 VEHICULAR PLAN Plotted:4/6/2026 10:43 AM By:David Glunt



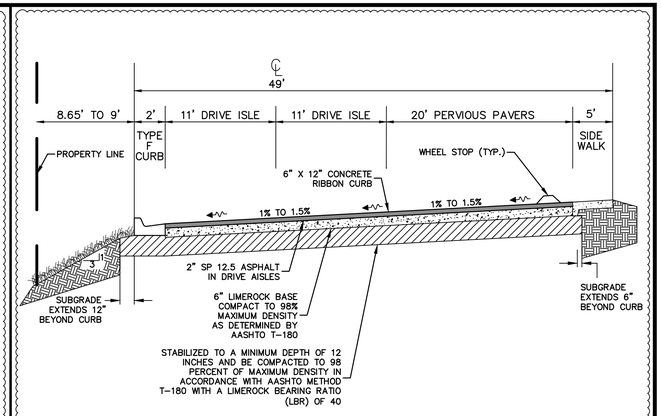
915 – TYPICAL ROADWAY SECTION
N.T.S.

1 2 3



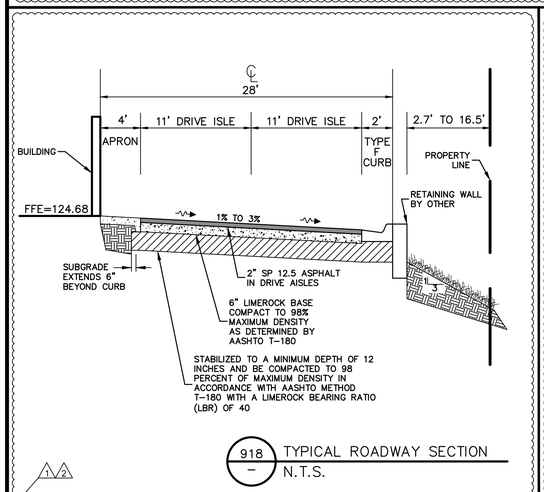
916 – TYPICAL PARKING SECTION
N.T.S.

1 3



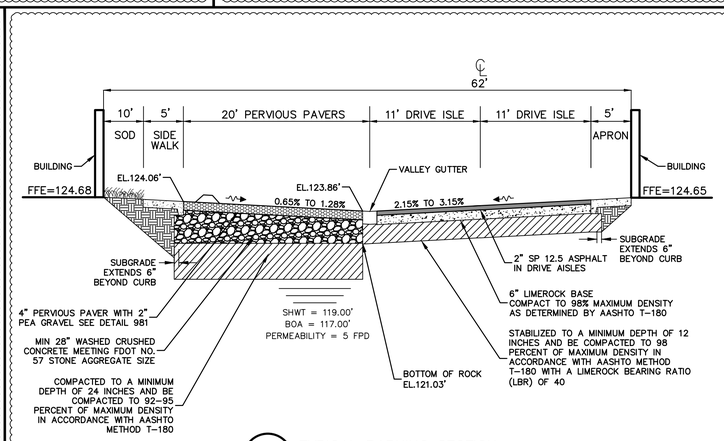
917 – TYPICAL PARKING SECTION
N.T.S.

1 2



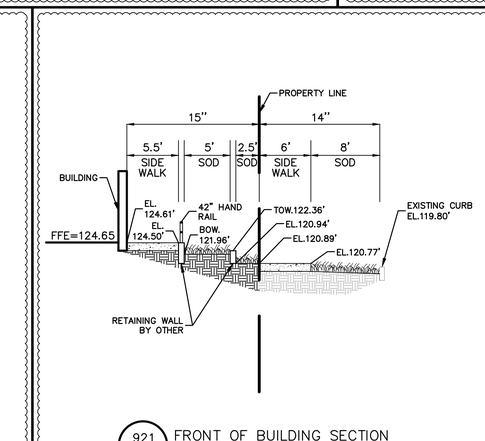
918 – TYPICAL ROADWAY SECTION
N.T.S.

1 2



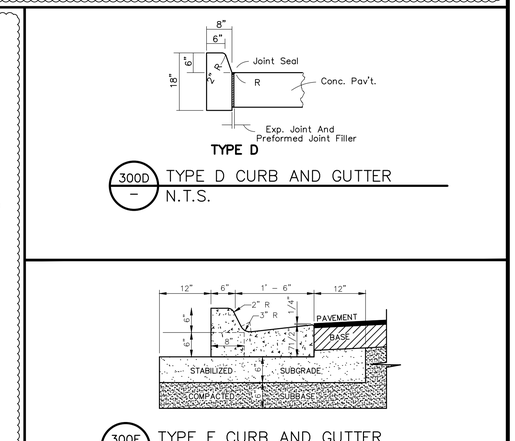
919 – TYPICAL PARKING SECTION
N.T.S.

1 2 3



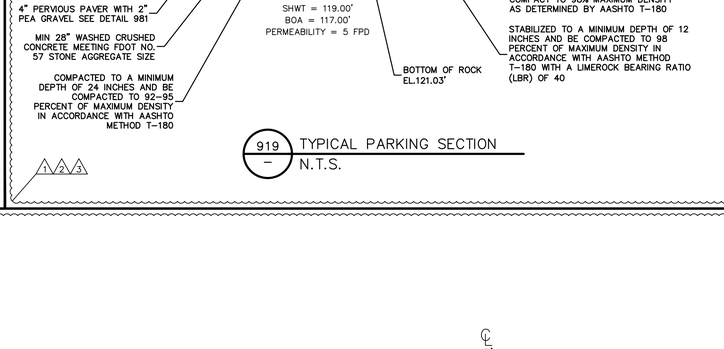
921 – FRONT OF BUILDING SECTION
N.T.S.

1 2 3



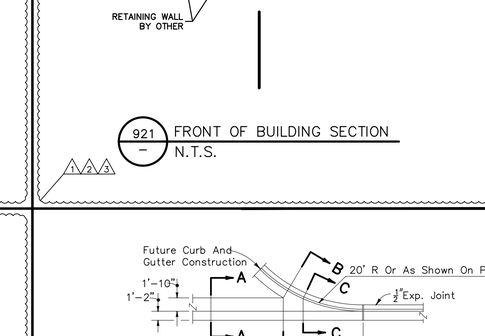
300D – TYPE D CURB AND GUTTER
N.T.S.

300F – TYPE F CURB AND GUTTER
N.T.S.

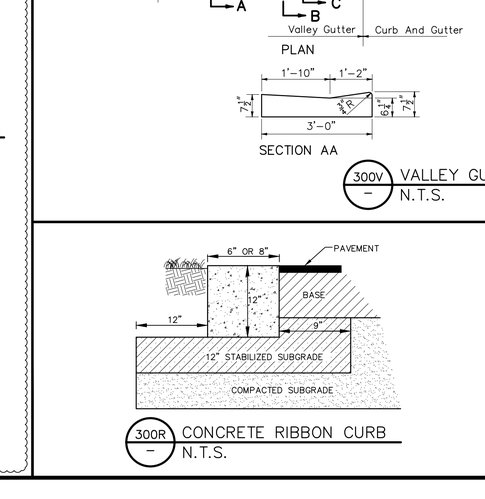


920 – TYPICAL PARKING SECTION
N.T.S.

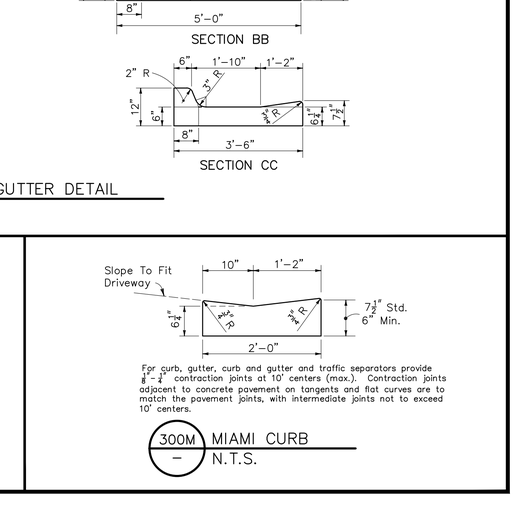
1 2 3



300V – VALLEY GUTTER DETAIL
N.T.S.



300R – CONCRETE RIBBON CURB
N.T.S.



For curb, gutter, curb and gutter and traffic separators provide 1/2" x 1/2" contraction joints at 10' centers (max.). Contraction joints adjacent to concrete pavement on tangents and flat curves are to match the pavement joints, with intermediate joints not to exceed 10' centers.

300M – MIAMI CURB
N.T.S.

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

DETAILS
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD., LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7875

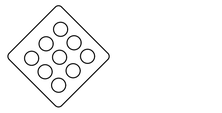
ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

NO.	DATE	REVISIONS
1	08/29/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/21/25
2	11/14/25	REVISIONS PER CITY OF OCOEE COMMENTS 11/12/25
3	12/23/25	REVISIONS PER SJRWMD COMMENTS 11/25/25
4		
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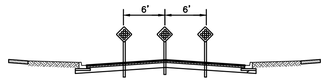
JOB # 2024-010
DATE: 11/08/24
SCALE: NTS
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

C-301
11 OF 35

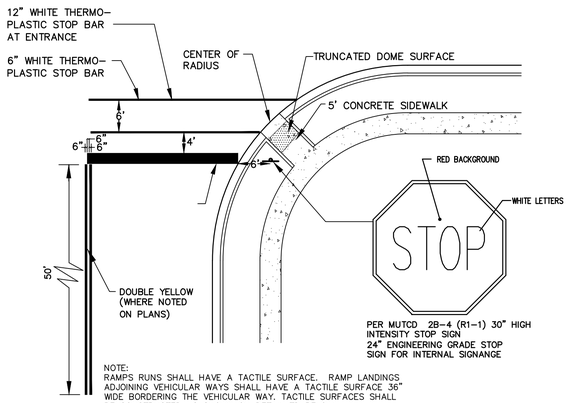
C:\Users\david\OneDrive - sccivil.com\Projects\2024-010 Ocoee Industrial\Drawings\SHEETS\Details-Roadway.dwg Layout:11 DETAILS Plotted: 4/6/2026 10:43 AM By: David Glunt



NINE 3" RED REFLECTORS MOUNTED SYMMETRICALLY ON A 18" DIAMOND REFLECTORIZED RED PANEL



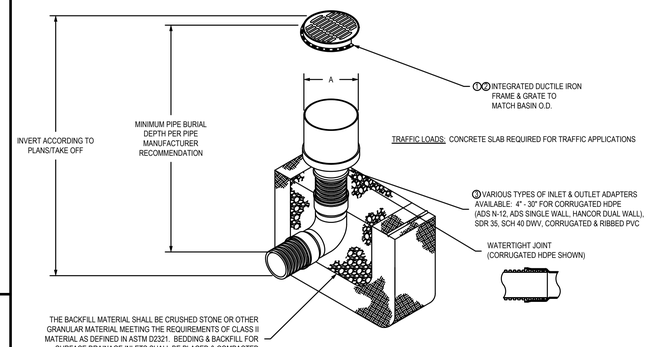
328 – END OF ROADWAY MARKERS
N.T.S.



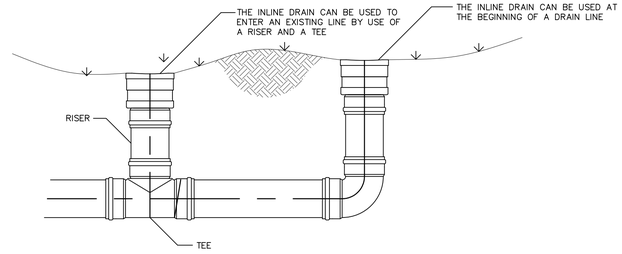
NOTE:
RAMPS RUNS SHALL HAVE A TACTILE SURFACE. RAMP LANDINGS ADJOINING VEHICULAR WAYS SHALL HAVE A TACTILE SURFACE 36" WIDE BORDERING THE VEHICULAR WAY. TACTILE SURFACES SHALL BE CONSTRUCTED AS SHOWN ON DETAIL TD BELOW.

SIDEWALK RAMP SHALL MATCH FDOT INDEX 304.

212 – STOP SIGN, BAR AND CROSSWALK
N.T.S.

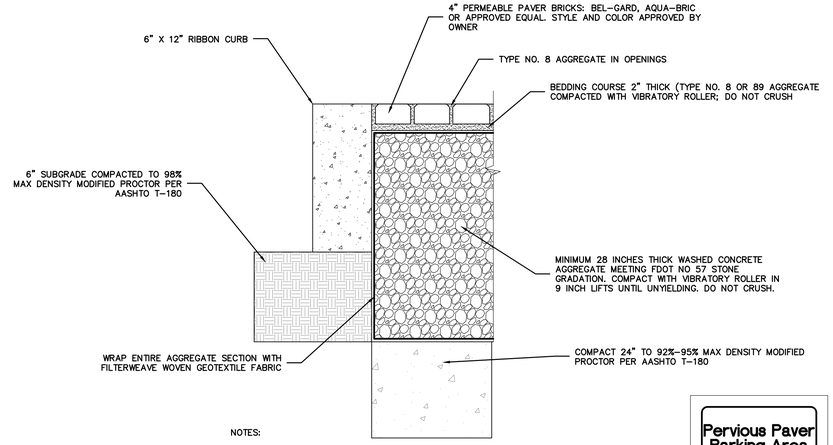


① - 8" - 30" GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05, WITH THE EXCEPTION OF THE 8" - 15" BRONZE GRATES
② - 12" - 30" FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
③ - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
4 - GRATES SHALL MEET H-10 LOAD RATING FOR 12" - 24" PED
5 - GRATES SHALL MEET H-20 LOAD RATING FOR 30" PED & 12" - 30" STD & SOLID
6 - ALL BRONZE GRATES, DROP IN GRATES, & 8" & 10" PED/STD GRATES & SOLID COVERS ARE RATED FOR LIGHT DUTY APPLICATIONS ONLY
7 - DOME GRATES HAVE NO LOAD RATING



INLINE DRAINS

915 – YARD DRAIN DETAIL
N.T.S.



NOTES:
1. THE USE OF LIMESTONE AS AGGREGATE FOR PERVIOUS PAVERS IS UNACCEPTABLE DUE TO ITS COMPACTION AND DEGRADATION OVER TIME
2. CONTRACTOR TO INSTALL 6" PVC INFILTROMETER FOR EACH PERVIOUS PAVER SECTION

981 – PERVIOUS PAVER PARKING SECTION AND PAVEMENT UNDERDRAIN
N.T.S.

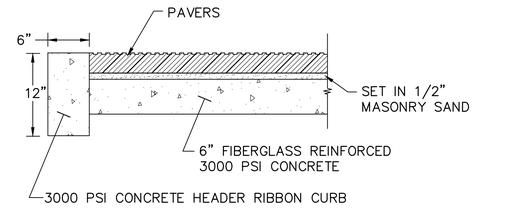
Pervious Paver Parking Area

Passenger vehicles ONLY
No Heavy Wheel Loads
No Muddy Tires

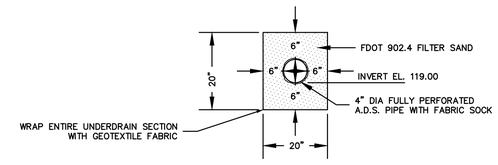
For more information contact the St. Johns River Water Management district
1-800-451-7106

SIGNS TO BE PLACED AS NOTED ON THE PLANS

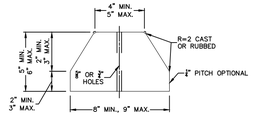
12"x18" PERVIOUS PARKING AREA SIGN

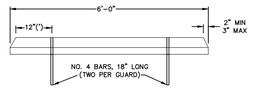


320 – PAVED CROSSWALK
N.T.S.

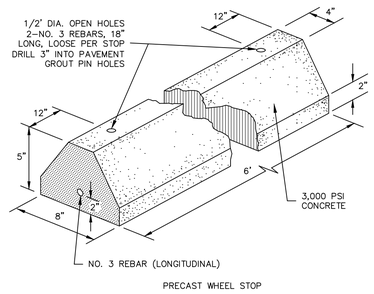


991 – UNDERDRAIN DETAIL
N.T.S.



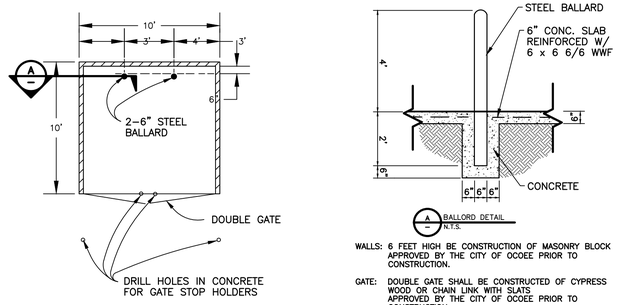


CONCRETE BUMPER GUARD



PRECAST WHEEL STOP

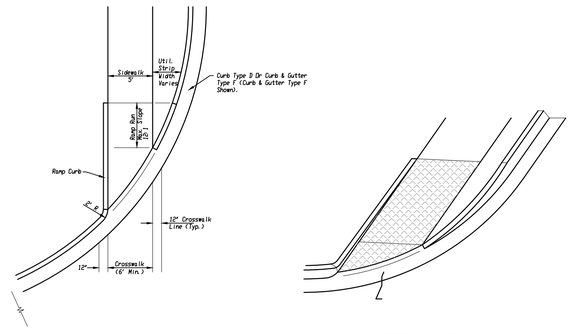
901S – CONCRETE WHEEL STOP
N.T.S.



WALLS: 6 FEET HIGH BE CONSTRUCTION OF MASONRY BLOCK APPROVED BY THE CITY OF OCOEE PRIOR TO CONSTRUCTION.

GATE: DOUBLE GATE SHALL BE CONSTRUCTED OF CYPRESS WOOD OR CHAIN LINK WITH SLATS APPROVED BY THE CITY OF OCOEE PRIOR TO CONSTRUCTION.

917B – DUMPSTER PAD / ENCLOSURE
N.T.S.



NOTE:
RAMPS RUNS SHALL HAVE A TACTILE SURFACE. RAMP LANDINGS ADJOINING VEHICULAR WAYS SHALL HAVE A TACTILE SURFACE 36" WIDE BORDERING THE VEHICULAR WAY. TACTILE SURFACES SHALL BE CONSTRUCTED BY TEXTURING TO A DEPTH NOT EXCEEDING 1/8" BY USE OF A TAMP OR ROLLER FABRICATED WITH AN IMPRINTING SURFACE OF EITHER 1" MESH 0.250 WIRE CLOTH (PLAIN WEAVE, CONVENTIONAL CRIMP), #6 EXPANDED METAL (STANDARD) OR 3 LB. EXPANDED METAL GRATING. TRANSITION SLOPES ARE NOT TO HAVE TACTILE SURFACES.

304 – RAMPS FOR PEDESTRIAN TRAFFIC FDOT CR-F
N.T.S.

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

DETAILS
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7875

ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #67459
CERTIFICATE OF AUTHORIZATION NO. 33151

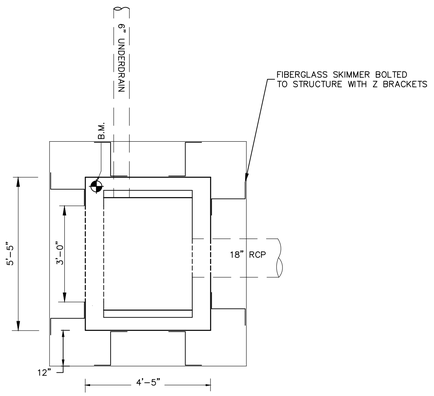
	DATE	REVISIONS
1	08/29/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/21/25
2	12/22/25	REVISIONS PER S.JRWMD COMMENTS 11/25/25
3		
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JOB # 2024-010
DATE: 11/08/24
SCALE: NTS
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

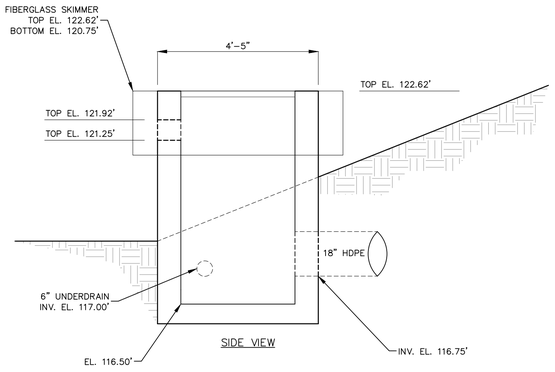
C-302

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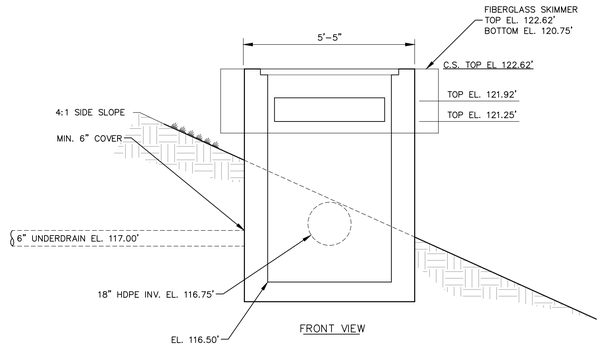
C:\Users\david\OneDrive - sccivil.com\Projects\2024-010 Ocoee Industrial\Drawings\SHEETS\Details-Roadway.dwg Layout:12 DETAILS Plotted:4/6/2026 10:43 AM By:David Glunt



PLAN VIEW



SIDE VIEW



FRONT VIEW

POND BOTTOM EL. 107.00'

1 2 3 4 5

932CS — CONTROL STRUCTURE DETAIL–MOD. TYPE D DBI
N.T.S.

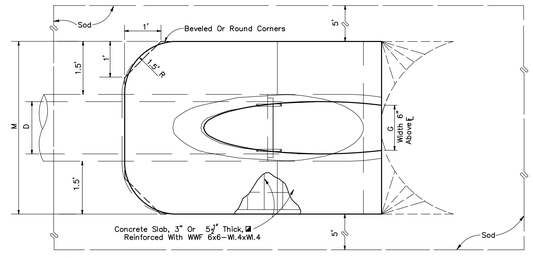
DIMENSIONS AND QUANTITIES

	D	X	A	B	C	E	F	G	M Single Pipe	M Double Pipe	M Triple Pipe	M Quad. Pipe	N	5½" CONCRETE SLAB (CY) ◪ Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe	SODDING (SQ. YDS.) Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe
2:1 Slope	15"	2'-7"	1.92'	2.18'	4.10'	2.06'	5'	1.22'	4.63'	7.21'	9.79'	12.37'	1.19'	0.38	0.58	0.77	0.96	21	24	27	30
	18"	2'-10"	1.97'	2.72'	4.71'	2.66'	6'	1.41'	4.92'	7.75'	10.58'	13.42'	1.21'	0.44	0.65	0.87	1.09	22	25	28	31
	24"	3'-1"	2.06'	3.85'	5.91'	3.56'	7'	1.73'	5.50'	8.92'	12.33'	15.75'	1.25'	0.54	0.83	1.12	1.42	24	28	32	35
	30"	4'-1"	2.15'	4.95'	7.10'	4.56'	8"	2.00'	6.08'	10.33'	14.58'	18.83'	1.29'	0.66	1.09	1.50	1.91	26	31	35	40
	36"	5'-1"	2.25'	6.08'	8.33'	5.56'	9"	2.24'	6.67'	11.75'	16.83'	21.92'	1.33'	0.81	1.38	1.95	2.51	28	34	39	45
	42"	6'-0"	2.34'	7.21'	9.55'	6.56'	10"	2.45'	7.25'	13.25'	19.25'	25.25'	1.38'	0.97	1.70	2.45	3.19	30	37	43	50
	48"	6'-11"	2.43'	8.33'	10.76'	7.56'	11"	2.65'	7.83'	14.58'	21.33'	28.08'	1.42'	1.13	2.04	2.93	3.84	32	39	47	54
	54"	7'-8"	2.52'	9.44'	11.96'	8.56'	12"	2.83'	8.42'	16.08'	23.75'	31.42'	1.46'	1.31	2.44	3.58	4.72	34	42	51	59
	60"	8'-5"	2.62'	10.56'	13.18'	9.56'	14"	3.00'	9.00'	17.50'	26.00'	34.50'	1.50'	1.51	2.89	4.28	5.68	36	45	55	64
	66"	9'-2"	2.71'	11.68'	14.39'	10.56'	15"	3.18'	9.58'	18.75'	27.92'	37.08'	1.54'	1.68	3.25	4.84	6.43	38	48	58	68
	72"	10'-0"	2.80'	12.80'	15.60'	11.56'	16"	3.30'	10.16'	20.16'	30.16'	40.16'	1.58'	1.89	3.74	5.59	7.45	40	51	62	73
4:1 Slope	15"	2'-7"	2.27'	4.09'	6.36'	4.03'	8"	1.22'	4.63'	7.21'	9.79'	12.37'	1.19'	0.57	0.87	1.15	1.44	23	26	29	32
	18"	2'-10"	2.36'	5.12'	7.48'	5.03'	9"	1.41'	4.92'	7.75'	10.58'	13.42'	1.21'	0.66	0.99	1.31	1.65	25	28	31	35
	24"	3'-1"	2.53'	7.18△	9.71'	7.03△	11"	1.73'	5.50'	8.92'	12.33'	15.75'	1.25'	0.85	1.30	1.75	2.20	28	32	36	40
	30"	4'-1"	2.70'	9.23'	11.99'	9.03'	13"	2.00'	6.08'	10.33'	14.58'	18.83'	1.29'	1.10	1.74	2.39	3.05	31	36	41	46
	36"	5'-1"	2.87'	11.30◇	14.18'	11.03◇	15"	2.24'	6.67'	11.75'	16.83'	21.92'	1.33'	1.32	2.21	3.08	3.96	34	40	46	52
	42"	6'-0"	3.05'	13.27'	16.42'	13.03'	17"	2.45'	7.25'	13.25'	19.25'	25.25'	1.38'	1.58	2.76	3.91	5.09	38	44	51	58
	48"	6'-11"	3.22'	15.43'	18.65'	15.03'	19'	2.65'	7.83'	14.58'	21.33'	28.08'	1.42'	1.85	3.30	4.73	6.17	41	48	56	63
	54"	7'-8"	3.39'	17.49'	20.88'	17.03'	21'	2.83'	8.42'	16.08'	23.75'	31.42'	1.46'	2.14	3.95	5.77	7.58	44	52	61	69
	60"	8'-5"	3.56'	19.75'	23.11'	19.03'	23'	3.00'	9.00'	17.50'	26.00'	34.50'	1.50'	2.45	4.66	6.87	9.07	47	56	66	75
	66"	9'-2"	3.73'	21.62'	25.35'	21.03'	25'	3.18'	9.58'	18.75'	27.92'	37.08'	1.54'	2.88	5.54	8.18	10.84	49	59	69	80
	72"	10'-0"	3.91	22.68'	26.59'	23.03'	27'	3.30'	10.16'	20.16'	30.16'	40.16'	1.58'	3.18	6.27	9.36	12.45	52	63	74	85

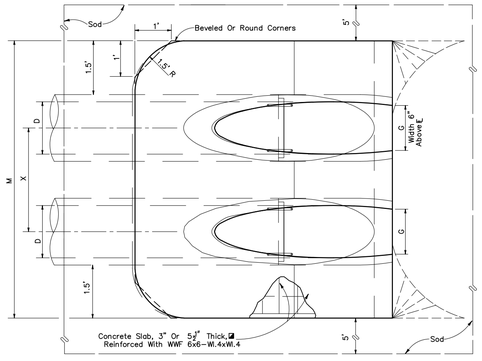
◪ See General Note No. 3.
See Sheet 5 Of 6 For 3" Slab Quantities

B E
△6.42' △ 6.25' Dimensions permitted to allow use of 8' standard pipe lengths.
◇10.40' ◇ 10.10' Dimensions permitted to allow use of 12' standard pipe lengths.

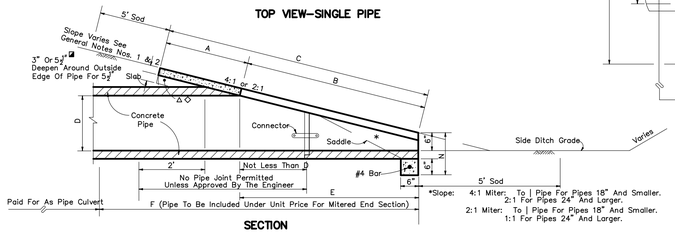
△◇ Concrete slab shall be deepened to form bridge across crown of pipe. See section below.



TOP VIEW–SINGLE PIPE



TOP VIEW–MULTIPLE PIPE

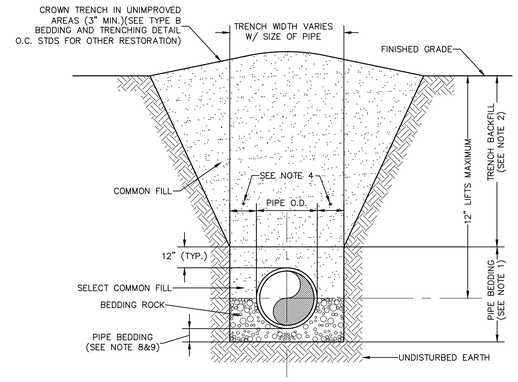


SECTION

*Slope: 4:1 Miter; To | Pipe For Pipes 18" And Smaller.
2:1 For Pipes 24" And Larger.
2:1 Miter; To | Pipe For Pipes 18" And Smaller.
1:1 For Pipes 24" And Larger.

NOTE: See sheet 6 for details and notes.

272 — MITERED END SECTION
N.T.S.



NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T–180.
2. TRENCH BACKFILL – COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY PER AASHTO T–180.
3. USE OF TYPE A BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE COUNTY.
4. (*): 15" MAXIMUM FOR PIPE DIAMETER LESS THAN 24", AND 24" MAXIMUM FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
7. REFER TO SECTION 32.5 OF THE MANUAL FOR SHEETING AND BRACING IN EXCAVATIONS.
8. GRAVITY SEWERS SHALL UTILIZE TYPE A BEDDING, IF REQUIRED BY THE COUNTY. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
9. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. COUNTY SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.

287 — TYPE A BEDDING AND TRENCHING DETAIL FOR STORM PIPE INSTALLATION
N.T.S.

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325–5579

DETAILS FOR MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601–7675

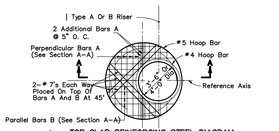
ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #67459
CERTIFICATE OF AUTHORIZATION NO. 33151

	DATE	REVISIONS
1	08/29/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/27/25
2	11/14/25	REVISIONS PER CITY OF OCOEE COMMENTS 11/12/25
3	12/22/25	REVISIONS PER S.JIMMO COMMENTS 11/25/25
4	02/03/26	REVISIONS PER S.JIMMO EMAIL 1/28/26
5	02/17/26	REVISIONS PER OCOEE COMMENTS 02/17/26
6		
7		
8		
9		
10		
11		

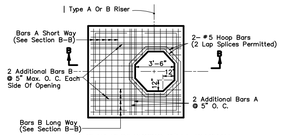
JOB # 2024-010
DATE: 11/08/24
SCALE: NTS
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

C-303
13 OF 35

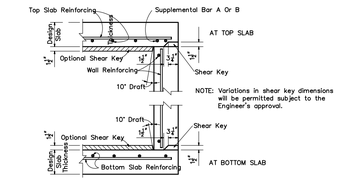
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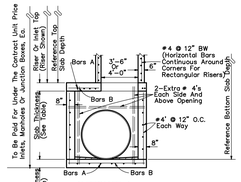
TOP SLAB REINFORCING STEEL DIAGRAM



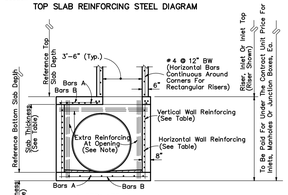
TOP SLAB REINFORCING STEEL DIAGRAM



SLAB TO WALL DETAILS FOR PRECAST ALTERNATE



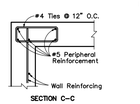
ALTERNATE A
SECTION A-A



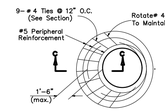
ALTERNATE B
SECTION B-B

* NOTE: When the inside diameter of a round structure is not more than 1'-6" larger than the opening in the riser or top slab, the top of the structure or riser shall be constructed according to the "Special Top Slab" details on this sheet.

* NOTE: Provide extra reinforcing each side of each opening at 3" maximum spacing equal to half the area of vertical reinforcement removed by the opening and provide the same area of reinforcement above each opening at 3" maximum spacing as removed by the opening.



SECTION C-C



SPECIAL TOP SLAB*

SLAB DESIGNS – SQUARE AND RECTANGULAR STRUCTURES
(ALL SLABS 8" THICK – REINFORCING PARALLEL TO SHORT WAY AND LONG WAY)

SHORT–WAY SLAB DEPTH	SHORT–WAY SCHEDULE	LONG–WAY SLAB DEPTH	LONG–WAY SCHEDULE
SIZE: 3'–6" X UNLIMITED			
≥ 0.5' < 29'	B	≥ 0.5' – 40'	B
29' – 40'	C		
SIZE: 4'–0" X UNLIMITED			
≥ 0.5' < 19'	B	≥ 0.5' < 34'	B
19' < 29'	C	34' – 40'	C
29' – 40'	D		
SIZE: 5'x5'			
≥ 0.5' < 3'	C	≥ 0.5' < 3'	C
3' < 19'	B	3' < 19'	B
19' < 28'	C	19' < 28'	C
28' < 38'	D	28' < 38'	D
38' – 40'	F	38' – 40'	F
SIZE: 5'x6'			
≥ 0.5' < 3'	C	≥ 0.5' < 3'	C
3' < 16'	B	3' < 20'	B
16' < 24'	C	20' < 29'	C
24' < 34'	D	29' – 40'	D
34' – 40'	F		
SIZE: 5'x7'			
≥ 0.5' < 3'	C	≥ 0.5' < 3'	C
3' < 14'	B	3' < 22'	B
14' < 21'	C	22' < 33'	C
21' < 39'	D	33' – 40'	D
39' – 40'	F		
SIZE: 5'x8'			
≥ 0.5' < 3'	C	≥ 0.5' < 39'	B
3' < 8'	B	39' – 40'	C
8' < 17'	C		
17' < 23'	D		
23' – 40'	F		
SIZE: 5'x9'			
≥ 0.5' < 3'	C	≥ 0.5' < 32'	B
3' < 8'	B	32' – 40'	C
8' < 17'	C		
17' < 23'	D		
23' – 40'	F		

SHORT–WAY SLAB DEPTH	SHORT–WAY SCHEDULE	LONG–WAY SLAB DEPTH	LONG–WAY SCHEDULE
SIZE: 6'x6'			
≥ 0.5' < 3'	D	≥ 0.5' < 3'	D
3' < 4'	C	3' < 4'	C
4' < 14'	B	4' < 14'	B
14' < 21'	C	14' < 21'	C
21' < 28'	D	21' < 28'	D
28' – 40'	F	28' – 40'	F
SIZE: 6'x7'			
≥ 0.5' < 3'	D	≥ 0.5' < 3'	D
3' < 4'	C	3' < 4'	C
4' < 12'	B	4' < 15'	B
12' < 19'	C	15' < 21'	C
19' < 26'	D	21' < 30'	D
26' – 40'	F	30' – 40'	F
SIZE: 6'x8'			
≥ 0.5' < 3'	D	≥ 0.5' < 3'	D
3' < 4'	C	3' < 4'	C
4' < 7'	B	4' < 16'	B
7' < 16'	C	16' < 23'	C
16' < 23'	D	23' < 32'	D
23' – 40'	F	32' – 40'	F
SIZE: 6'x9'			
≥ 0.5' < 3'	D	≥ 0.5' < 3'	D
3' < 15'	C	3' < 4'	C
15' < 21'	D	4' < 18'	B
21' < 27'	E	18' < 27'	C
27' – 40'	G	27' < 37'	D
		37' – 40'	E
SIZE: 7'x7'			
≥ 0.5' < 3'	E	≥ 0.5' < 3'	E
3' < 4'	D	3' < 4'	D
4' < 16'	C	4' < 16'	C
16' < 22'	E	16' < 22'	D
22' < 28'	E	22' < 28'	E
28' – 40'	G	28' – 40'	G
SIZE: 7'x8'			
≥ 0.5' < 3'	E	≥ 0.5' < 3'	E
3' < 4'	D	3' < 4'	D
4' < 15'	C	4' < 17'	C
15' < 21'	D	17' < 23'	D
21' < 27'	E	23' < 29'	E
27' – 40'	G	29' – 40'	G
SIZE: 7'x9'			
≥ 0.5' < 3'	E	≥ 0.5' < 3'	E
3' < 4'	D	3' < 4'	D
4' < 12'	C	4' < 18'	C
12' < 18'	D	18' < 24'	D
18' < 24'	E	24' < 32'	E
24' – 40'	G	32' – 40'	G

SHORT–WAY SLAB DEPTH	SHORT–WAY SCHEDULE	LONG–WAY SLAB DEPTH	LONG–WAY SCHEDULE
SIZE: 8'x8'			
≥ 0.5' < 3'	D	≥ 0.5' < 3'	D
3' < 4'	C	3' < 4'	C
4' < 9'	B	4' < 9'	B
9' < 17'	C	9' < 17'	C
17' < 31'	D	17' < 31'	D
31' – 40'	G	31' – 40'	G
SIZE: 8'x9'			
≥ 0.5' < 3'	D	≥ 0.5' < 3'	D
3' < 4'	C	3' < 4'	C
4' < 16'	B	4' < 18'	B
16' < 22'	C	18' < 25'	C
22' < 29'	D	25' < 32'	D
29' – 40'	F	32' – 40'	F
SIZE: 9'x9'			
≥ 0.5' < 3'	F	≥ 0.5' < 3'	F
3' < 14'	C	3' < 14'	C
14' < 20'	D	14' < 20'	D
20' < 26'	E	20' < 26'	E
26' – 40'	G	26' – 40'	G

SLAB DESIGNS – ROUND STRUCTURES

SLAB DEPTH	SLAB THICKNESS	REINFORCING (2 WAYS) SCHEDULE
SIZE: 3'–6"		
≥ 0.5' – 40'	8"	C
SIZE: 4'–0"		
≥ 0.5' – 40'	8"	C
SIZE: 5'–0"		
≥ 0.5' < 30'	8"	C
30' – 40'	8"	D
SIZE: 6'–0"		
≥ 0.5' < 8'	8"	B
8' < 18'	8"	C
18' < 30'	8"	D
30' < 37'	8"	E
37' – 40'	8"	G
SIZE: 8'–0"		
≥ 0.5' < 9'	10"	C
9' < 15'	10"	D
15' < 23'	10"	E
23' < 33'	12"	F
33' – 40'	12"	G
SIZE: 10'–0"		
≥ 0.5' < 6'	10"	C
6' < 11'	10"	D
11' < 17'	10"	E
17' < 23'	12"	E
23' – 40'	12"	G
SIZE: 12'–0"		
≥ 0.5' < 6'	12"	C
6' < 11'	12"	D
11' < 16'	12"	E
16' < 20'	14"	E
20' – 40'	14"	G

WALL DESIGNS – RECTANGULAR STRUCTURES

VERTICAL REINFORCING WALL DEPTH	VERTICAL REINFORCING SCHEDULE	HORIZONTAL REINFORCING WALL DEPTH	HORIZONTAL REINFORCING SCHEDULE
SIZE: 3'–6"			
≥ 1.17' – 40'	A	≥ 1.17' – 40'	B
SIZE: 4'–0"			
≥ 1.17' – 40'	A	≥ 1.17' – 40'	B
SIZE: 5'–0"			
≥ 1.17' – 40'	A	≥ 1.17' < 33'	B
		33' – 40'	C
SIZE: 6'–0"			
≥ 1.17' – 40'	A	≥ 1.17' < 22'	B
		22' – 40'	C
SIZE: 7'–0"			
≥ 1.17' – 40'	A	≥ 1.17' < 15'	B
		15' < 25'	C
		25' – 40'	D
SIZE: 8'–0"			
≥ 1.17' – 40'	A	≥ 1.17' < 11'	B
		11' < 19'	C
		19' < 29'	D
		29' – 40'	F
SIZE: 9'–0"			
≥ 1.17' – 40'	A	≥ 1.17' < 15'	C
		15' < 22'	D
		22' – 40'	F

GENERAL NOTES

1. Slab reinforcement is appropriate for top, intermediate, and bottom slabs.
2. Slab depth is measured from finished grade to top of slab.
3. Wall design depth is measured to the top of the bottom slab for boxes and to the top of the intermediate slab for risers.
4. Wall height is the distance between top of lower slab to bottom of upper slab.

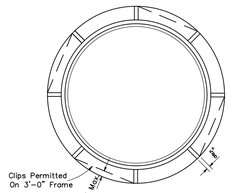
REINFORCING SCHEDULE

SCHEDULE	GRADE 60 STEEL OR 65 KSI (WIRE FABRIC) In Y/ft.
A	0.20
B	0.24
C	0.37
D	0.53
E	0.73
F	1.06
G	1.45

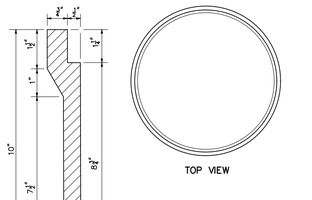
GENERAL NOTES

1. Standard structure bottoms 4'–0" diameter and smaller (Alt. A) and 3'–6" square (Alt. B) are designated Type P. Larger standard structure bottoms are designated Type J. Risers are permitted for all structures.
2. Walls of circular structures (Alternate A) constructed in place may be of non–reinforced concrete or brick or reinforced concrete. Precast and rectangular structures (Alternate B) shall be constructed of reinforced concrete only.
3. Wall thickness and reinforcement are for either reinforced cast–in–place or precast concrete units except that precast circular units may be furnished with walls in accordance with either A.S.T.M. C–478 (up to 96" diameter) or A.S.T.M. C–76, Class III, B Wall, modified where the elliptical steel cage area is placed in the center one–third of the wall.
4. Top and floor slab thickness and reinforcement are for precast and cast in place construction. Top and floor slabs shall be of Class II concrete. Concrete as specified in A.S.T.M. C–478 (4000 psi) may be used in lieu of Class I and Class II concrete in precast items manufactured in plants which are under the "Standard Operating Procedures" for the inspection of precast drainage products.
5. All reinforcement shall be A.S.T.M. A615, Grade 60 or 65 KSI welded wire fabric, either smooth or deformed.
6. Structure bottoms may be used in conjunction with curb inlet tops Types 1, 2, 3, 4, 5, 6, 9, and 10, and any manhole or junction box unless otherwise shown in the plans or other standard drawings. Alt. B structure bottoms may be used in conjunction with curb inlet Types 7 & 8, or any ditch bottom inlet unless otherwise shown in the plans or other standard drawings.
7. Rectangular structures may be rotated as directed by the Engineer in order to facilitate connections between the structure walls and storm sewer pipes.
8. Except when ACI hooks are specifically required, embedment hooks in the top and bottom slabs may be replaced with straight embedments or peripheral reinforcement in accordance with the reinforcement detail shown under "Rebar Straight End Embedment Or Peripheral Reinforcement In Lieu of ACI Standard Hooks For Top And Bottom Slabs", Index No. 201, Sheet 3 of 6.
9. All steel bars shall have $1\frac{1}{2}$" minimum cover unless otherwise shown. Horizontal steel in rectangular structures shall be lapped a minimum of 24 bar diameters at corners.
10. The corner fillets shown are necessary for rectangular structures used with circular risers and inlet throats and used on skew with rectangular risers, inlet and inlet throats. Fillets will be required in lieu of the bottom slab of the Alt. B riser when used with the Alt. A box. Each fillet shall be reinforced with#2– 5 bars.
11. Inlet throats, riser or manhole tops shall be secured to structures as shown on Index No. 201.
12. Structures with depths over 14' are to be checked for floatation by designer of project drainage.
13. Units larger than specified standard may be substituted at the contractor's option when these units will not cause or increase the severity of utility conflicts. Such larger units shall be furnished at no additional cost to the Department. Larger Alternate A units cannot replace Alternate B units without approval of the Engineer. This note applies to this Index only.
14. For manhole and junction box tops, for frames and covers, and, for supplementary details see Index No. 201.

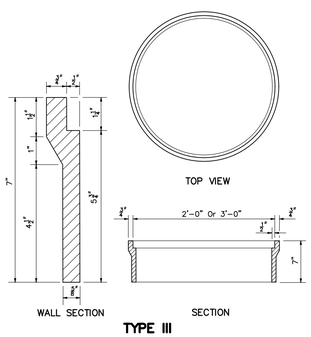
200 – STRUCTURE BOTTOMS TYPE J AND P
N.T.S.



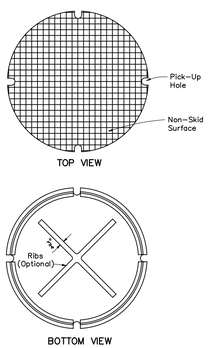
TYPE I
For Manholes



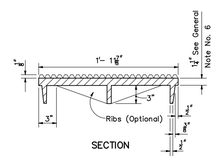
TYPE II
For Curb Inlets Types 1, 2, 3, & 4



TYPE III
For Curb Inlets Types 7 & 8



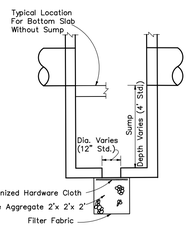
CAST IRON FRAMES



COVER FOR ALL FRAMES

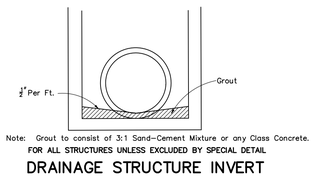
WEIGHT OF CASTINGS

Frame Type	2' OPENING Frame	2' OPENING Cover (Std.)	3' OPENING Frame	3' OPENING 2–Piece Cover Cover	3' OPENING 2–Piece Cover Ring	3' OPENING 2–Piece Cover Total
I	126 Lbs.	212 Lbs.	220 Lbs.	212 Lbs.	250 Lbs.	462 Lbs.
II	134 Lbs.	212 Lbs.	260 Lbs.	212 Lbs.	250 Lbs.	462 Lbs.
III	98 Lbs.	212 Lbs.	220 Lbs.	212 Lbs.	250 Lbs.	462 Lbs.



NOTE: Sump bottom appropriate for all manhole and inlet types. Cost for sump bottom to be included in the contract unit price for inlet or manhole.

SUMP BOTTOM



Note: Grout to consist of 3:1 Sand–Cement Mixture or any Class Concrete.
FOR ALL STRUCTURES UNLESS EXCLUDED BY SPECIAL DETAIL

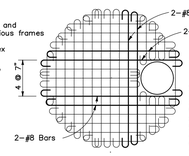
DRAINAGE STRUCTURE INVERT

NOTES (FRAMES, AND COVER)

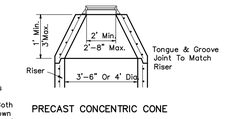
1. The 212 lb. cover is to be used for all frames Types I, II, III and the 2–Piece Cover, and is the replacement cover for all previous frames with $1\frac{1}{2}$" deep seats (traffic type). The 185 lb. cover (non–traffic type), 1984 Roadway and Traffic Design Standards Index No. 201, is the replacement cover for existing frames with $\frac{3}{4}$" deep seats. Installation of frames with deep seats is not permitted. The 185 lb. covers are to be placed in existing $\frac{3}{4}$" deep seated frames only when specifically called for in the plans or as specifically directed by the Engineer.

NOTES (TOPS)

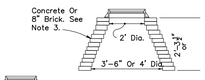
1. Manhole top Type 7 slabs shall be of Class II concrete. Concrete as specified in ASTM C–478 may be used for precast units; see General Note No. 3.
2. Manhole top Type 7 slabs may be of cast–in–place or precast construction. The optional key is for precast tops and in lieu of dowels. Frame and slab openings are to be omitted when top is used over a junction box. Frames can be adjusted with from one to six courses of brick.
3. Manhole top Type 8 may be of cast–in–place or precast concrete construction or brick construction. For concrete construction, the concrete and steel reinforcement shall be the same as the supporting wall unit. An eccentric cone may be used.
4. Manhole tops shall be secured to structures by optional construction joints as shown on Sheet 3 of 6.



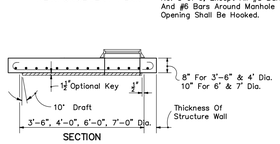
REINFORCEMENT PLAN



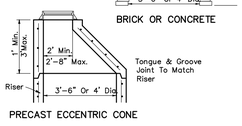
PRECAST CONCENTRIC CONE



BRICK OR CONCRETE



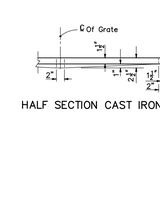
TYPE 7–T (TRAFFIC) (H–20)



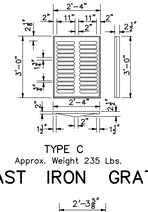
PRECAST ECCENTRIC CONE

TYPE 8
MANHOLES

MANHOLE TOPS

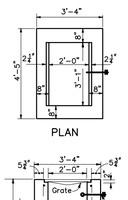


HALF SECTION CAST IRON GRATES

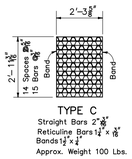


TYPE C
Approx. Weight 235 Lbs.

CAST IRON GRATE

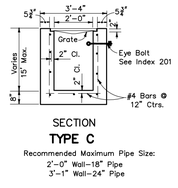


PLAN

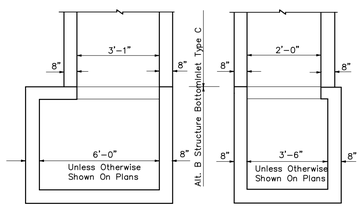


TYPE C
Straight Bars 2"x⅜"
Reticuline Bars 1½" x ⅛"
Bands 1½"x 1"
Approx. Weight 100 Lbs.

STEEL GRATE



SECTION
TYPE C
Recommended Maximum Pipe Size:
2'–0" Wall–18" Pipe
3'–1" Wall–24" Pipe



NOTE: Alt. B Structure Bottom Only. See Detail No. 200

STRUCTURE BOTTOM FOR INLETS TYPE C

GENERAL NOTES

1. These inlets are suitable for bicycle and pedestrian areas and are to be used in ditches, medians and other areas subject to infrequent traffic loadings but are not to be placed in areas subject to any heavy wheel loads.
2. Inlets subject to minimal debris should be constructed without slots. Where debris is a problem inlets should be constructed with slots. Slotted inlets located within roadway clear zones and in areas accessible to pedestrians shall have traversable slots. The traversable slot modification is not adaptable to inlet Type H. Slots may be constructed at either or both ends as shown on plans.
3. Steel grates are to be used on all inlets where bicycle traffic is anticipated. Steel grates are to be used on all inlets with traversable slots. Either cast iron or steel grates may be used on inlets without slots where bicycle traffic is not anticipated. Either cast iron or steel grates may be used on all inlets with non–traversable slots. Subject to the selection described above, when Alternate G grate is specified in the plans, either the steel grate, hot dipped galvanized after fabrication, or the cast iron grate may be used, unless the plans stipulate the particular type.
4. Recommended maximum pipe sizes shown are for concrete pipe. Pipe sizes larger than those recommended must be checked for fit.
5. All exposed corners and edges of concrete are to be chamfered ¾".
6. Pavement to be used on inlets without slots and inlets with non–traversable slots only when called for in the plans; but required on all traversable slot inlets. Cost to be included in contract unit price for inlets. Quantities shown are for information only.
7. Traversable slots constructed in existing inlets shall be paid for as inlets partial, and shall include the cost for slot openings, paving and any required replacement grates.
8. Sodding to be used on all inlets not located in paved areas and paid for under contract unit price for Sodding SY.
9. For supplementary details see Index 425–001.
10. When used in traffic areas use four sided bearing grate. U.S. Foundry#6450 or equal.

425 – F.D.O.T. TYPE C INLET
N.T.S.

201 – SUPPLEMENTARY DETAILS FOR MANHOLES AND INLETS
N.T.S.

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325–5579

DETAILS FOR MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601–7675

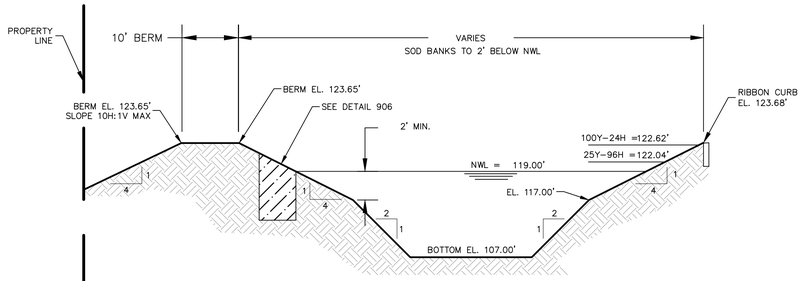
ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

NO.	DATE	REVISIONS
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JOB # 2024-010
DATE: 11/08/24
SCALE: NTS
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

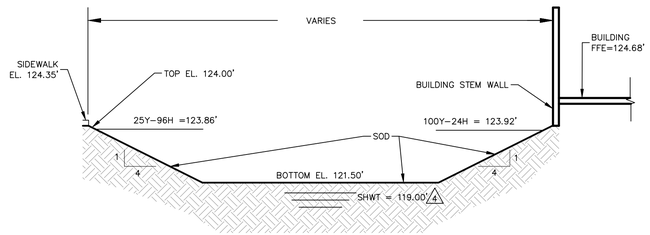
C-304
14 OF 35

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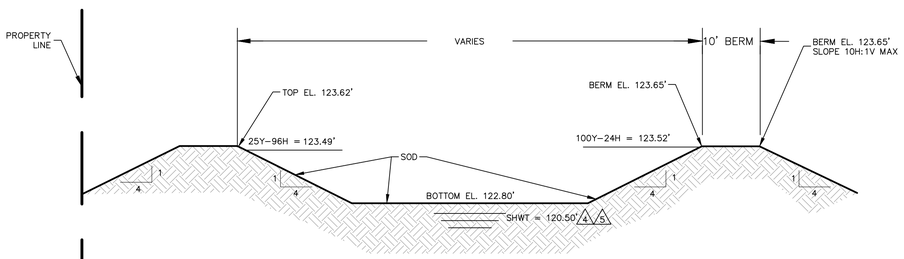
901 – WET DETENTION POND 201 CROSS SECTION
N.T.S.

1 2 3 4 5



902 – DRY DETENTION POND 202 CROSS SECTION
N.T.S.

1 2 3 4 5

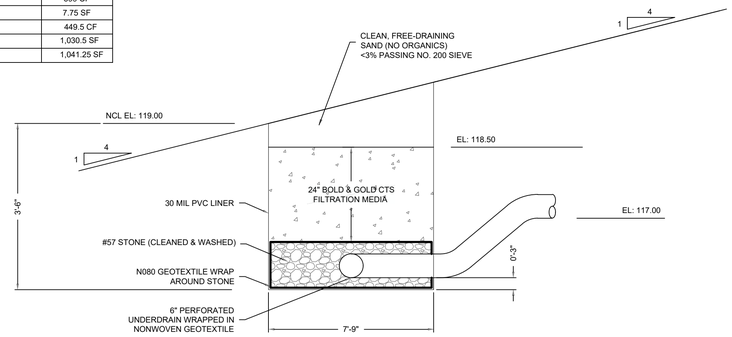


EXISTING PERMEABILITY RATE IS 3 FEET/DAY

903 – DRY DETENTION POND 203 CROSS SECTION
N.T.S.

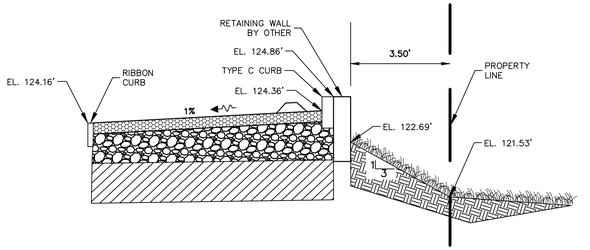
1 2 3 4 5

MATERIAL QUANTITIES	
FILTER LENGTH	58 LF
PERFORATED UNDERDRAIN LENGTH	57 LF
SAND SECTION AREA	11.63 SF
SAND BANK VOLUME	674.25 CF
BOLD & GOLD SECTION AREA	15.5 SF
BOLD & GOLD BANK VOLUME	899 CF
#57 STONE SECTION AREA	7.75 SF
#57 STONE BANK VOLUME	449.5 CF
N080 SEPARATION GEOTEXTILE	1,030.5 SF
30 MIL PVC LINER	1,041.25 SF



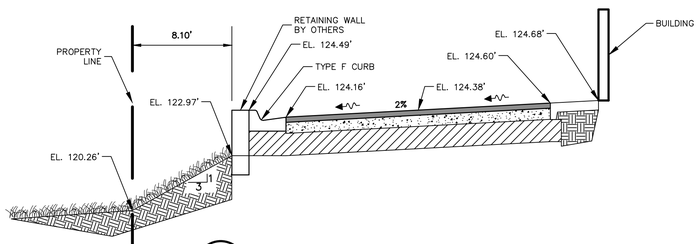
906 – BOLD & GOLD (BAM) FILTER SECTION
N.T.S.

1 2



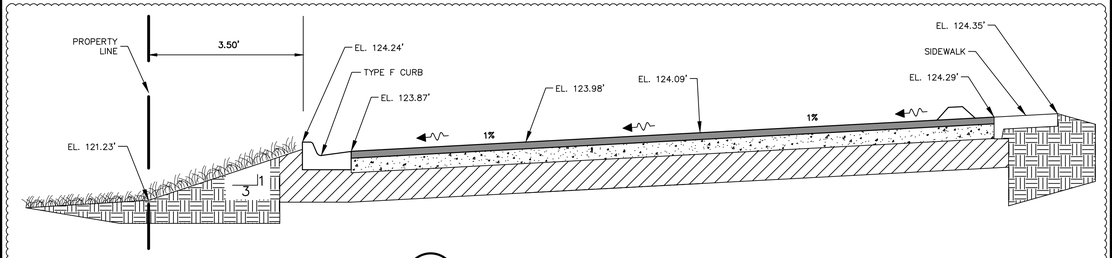
930 – GRADING CROSS SECTION
N.T.S.

1 2 4



931 – GRADING CROSS SECTION
N.T.S.

1 2



932 – GRADING CROSS SECTION
N.T.S.

1 2

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

DETAILS
FOR
MAGUIRE PLAZA
CITY OF OCOEE
FLORIDA

OWNER(S):
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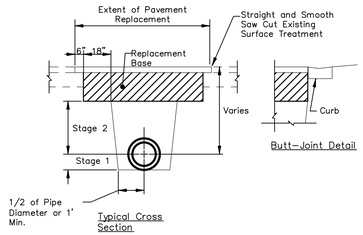
ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

	DATE	REVISIONS
1.	08/22/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/21/25
2.	11/14/25	REVISIONS PER CITY OF OCOEE COMMENTS 11/12/25
3.	12/23/25	REVISIONS PER SJRWMD COMMENTS 11/25/25
4.	02/02/26	REVISIONS PER SJRWMD EMAIL 1/29/26
5.	03/17/26	REVISIONS PER OCOEE COMMENTS 03/11/26
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JOB #: 2024-010
DATE: 11/08/24
SCALE: NTS
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

C-305
15 OF 35

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Stage Compactions:

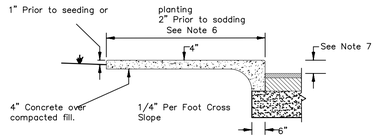
1. Backfilling of trench shall be in six inch (6") maximum lifts.
2. Stage 1: Backfilling trench in Stage 1 shall use proper mechanical equipment to insure proper compaction throughout, including pipe haunches.
3. Stage 2: Backfilling trench in Stage 2 shall be to bottom of sub-grade.

NOTES:

1. All work and material for the Flexible Pavement Reconstruction shall be in accordance with the most current City of Ocoee - Engineering Standards Manual (available at OCOEE.ORG).
2. Any conflict between ESM specification and this sheet's specifications shall be resolved by the more stringent requirement.
3. Replacement asphalt shall match the existing structural and friction courses for type and thickness in accordance with requirements as set forth by the ESM.
4. Replacement asphalt shall be installed the to the full width of the travel lane.
5. Backfill and base material shall be clean and homogenous compacted to 98% of the maximum density per AASHTO T-180. Tack shall be added to the new base material prior to installing the replacement asphalt.
6. Base course shall be prepared in 6" lifts maximum, and thoroughly compacted.
7. Where trench line abuts existing curb(s), construct clean butt joint with curb. In the event curb is undermined and/or compromised, curb shall be replaced.

Open Cut- Flexible Pavement Replacement Detail
July 2022 N.T.S. Ocoee PW002

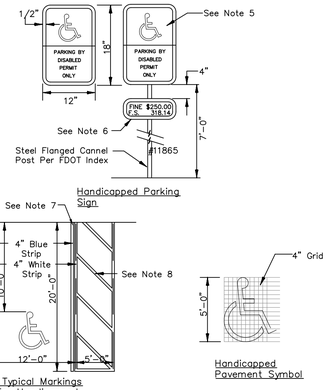
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
PW002	Open Cut Flexible Pavement Replacement
DATE: July 2022	SCALE: N/A



NOTES:

1. Tooled Control Joints at 5' O.C. max.
2. Expansion Joints at 25' O.C. max.
3. Joints shall be constructed within 24 hours of pouring concrete
4. Sidewalks shall be Class I, 3000psi
5. Sub-grade or base shall be compacted to a minimum density of 98% of the maximum density as determined by AASHTO T-180 for sidewalks/bike paths and curbs.
6. Refer to plans for sidewalk width. Sidewalk shall be a minimum of 5' if a width is not specified on the plans.
7. Refer to the plans for the curb height. If no curb height is specified, use 6"

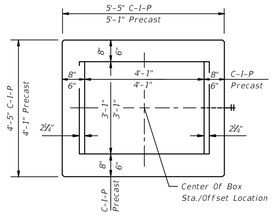
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
PW005	Sidewalk, Curb, and Pavement Detail
DATE: JUNE 2020	SCALE: N/A



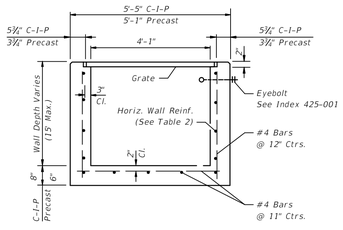
NOTES:

1. Top portion of sign to have a reflective blue background with white reflective symbol and border.
2. Bottom portion shall have a reflective white background with black opaque legend and border.
3. Sign may be fabricated on one panel or two.
4. Signs are to be mounted at standard height. (7' from pavement to bottom of sign.)
5. FTP-25 or FTP-26 sign in accordance with FDOT Standard Index #15355.
6. Supplemental plate must be 12" wide by 6" high with 1-1/2" corner radii. Provide a 1" Series C blue legend and a 1/2" blue border on a white background.
7. Blue strip is to be tinted to match shade 15180 of Federal Standards 595
8. 5 ft wide access aisles are diagonally striped at 45 degrees with 4" wide solid white striping at 4 ft. on centers and outlined on three sides with 4" wide solid white striping.
9. Use of pavement symbol in handicapped parking spaces is required. When used, the symbol shall be 5 ft. high and white in color. To be installed in accordance with FDOT Standard Index #17346

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
PW006	Handicapped Parking Markings and Sign Detail
DATE: June 2020	SCALE: N/A



PLAN



SECTION

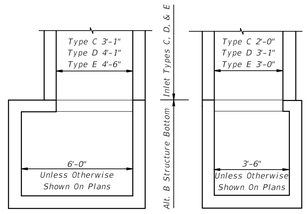
HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 2)

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING	
			BARS	WWF
0'-6"	A12	0.20	12"	8"
6'-10"	A6	0.20	6"	5"
10'-13"	A4	0.20	4"	3"
10'-15"	B5.5	0.24	5½"	5"

TYPE D

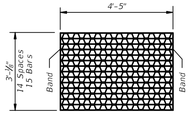
Recommended Maximum Pipe Size:

3'-1" Wall - 24" Pipe
4'-1" Wall - 36" Pipe



See Index 425-010 for structure bottom details and hole reinforcement.

ALT. B STRUCTURE BOTTOM FOR INLETS TYPE C, D & E



TYPE D

Straight Bars 2" x ¼"
Reticuline Bars 1½" x 1/16"
Bands 2" x ¼"
Approx. Weight 190 Lbs.

STEEL GRATES

GENERAL NOTES

1. *These inlets are suitable for bicycle traffic and are to be used in ditches, medians and other areas subject to infrequent traffic loadings but are not to be placed in areas subject to any heavy wheel loads. These inlets may be placed in areas subject to occasional pedestrian traffic such as landscaped areas and pavement areas where pedestrians can walk around the inlet.*
2. *Inlets subject to minimal debris should be constructed without slots. Where debris is a problem inlets should be constructed with slots. Slotted inlets located within roadway clear zones and areas subject to pedestrians shall have traversable slots. The traversable slot modification is not adaptable to inlet Type H. Slots may be constructed at either or both ends as shown on plans. Traversable slots shall not be used in areas subject to occasional bicycle traffic.*
3. *Steel grates are to be used on all inlets where bicycle traffic is anticipated. Steel grates are to be used on all inlets with traversable slots. Either cast iron or steel grates may be used on inlets without slots where bicycle traffic is not anticipated. Either cast iron or steel grates may be used on all inlets with non-traversable slots. Subject to the selection described above, when Alternate G grate is specified in the plans, either the steel grate, hot dip galvanized after fabrication, or the cast iron grate may be used, unless the plans stipulate the particular type.*
4. *Recommended maximum pipe sizes shown are for concrete pipe. Size for other types of pipe must be checked for fit.*
5. *All exposed edges and corners shall be ¼" chamfer or tooled to ½" radius.*
6. *Concrete inlet pavement to be used on inlets without slots and inlets with non-traversable slots only when called for in the plans; but required on all traversable slot inlets. Cost to be included in contract unit price for inlets. Quantities shown are for information only.*
7. *Traversable slots constructed in existing inlets shall be paid for as inlets partial. For conversion work and method of payment see 'TRAVERSABLE SLOT INLETS (PARTIAL) FOR EXISTING INLETS'.*
8. *Sodding to be used on all inlets not located in paved areas and paid for under contract unit price for Performance Turf, SY.*
9. *For supplementary details see Index 425-001.*
10. *All reinforcing is Grade 60 bars with 2" min. cover unless otherwise noted. Bars to be cut or bent for 1½" clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening.*
11. *When used in traffic areas use four sided bearing grate. U.S. Foundry#6450 or equal.*

426 – F.D.O.T. TYPE D INLET
N.T.S.

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

DETAILS
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7875

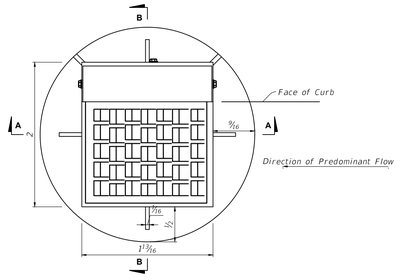
ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #67459
CERTIFICATE OF AUTHORIZATION NO. 33151

NO.	DATE	REVISIONS
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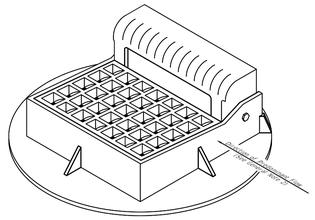
JOB # 2024-010
DATE: 11/08/24
SCALE: NTS
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

C-306
16 OF 35

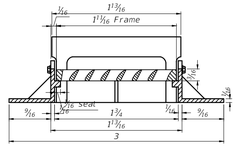
C:\Users\david\OneDrive - scciv\Projects\2024-010 Ocoee Industrial\Drawings\SHEETS\Details-Roadway.dwg Layout:16 DETAILS Plotted:4/6/2026 10:43 AM By:David Glunt



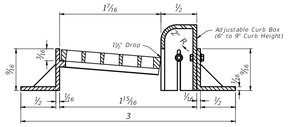
PLAN



CURB INLET TOP TYPE 10

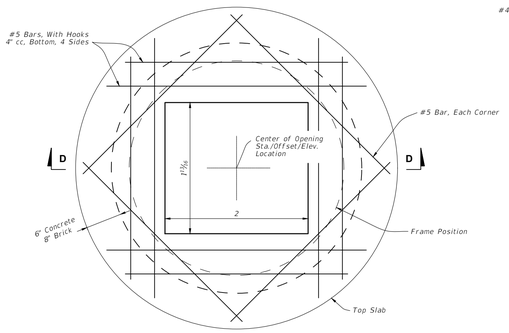


SECTION A-A

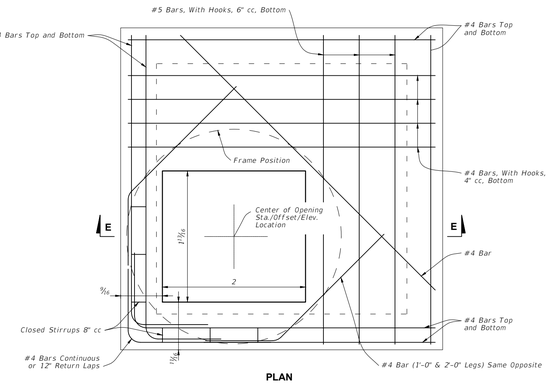


SECTION B-B

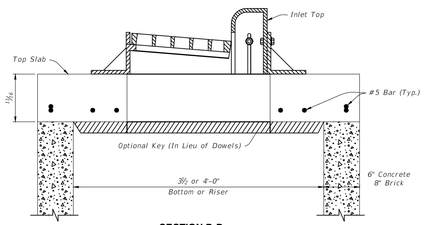
FRAME AND GRATE DETAILS



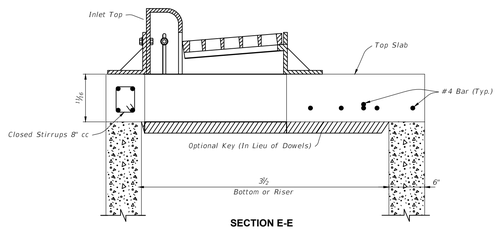
PLAN



PLAN



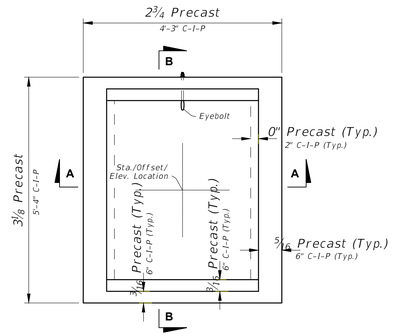
SECTION D-D



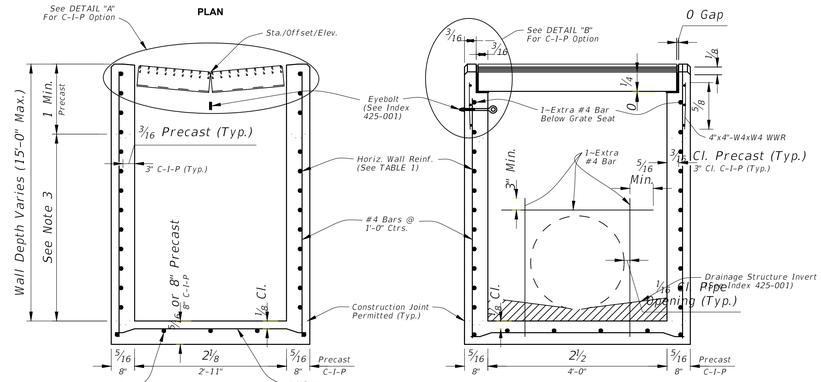
SECTION E-E

TOP SLAB DETAILS

987 – CURB INLET TYPE 10
FDOT INDEX 425-025
N.T.S.



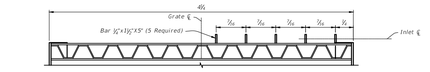
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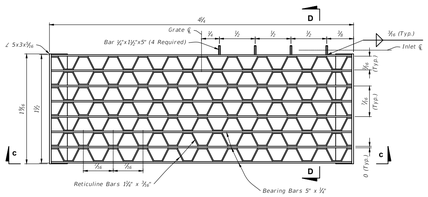
SECTION A-A
(Pipe Opening Not Shown)

SECTION B-B
(Pipe Opening Shown)

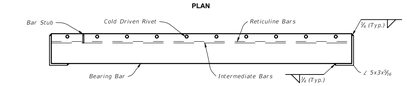
DIMENSIONAL AND REINFORCING DETAILS



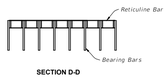
OPTIONAL BAR SPACING



PLAN

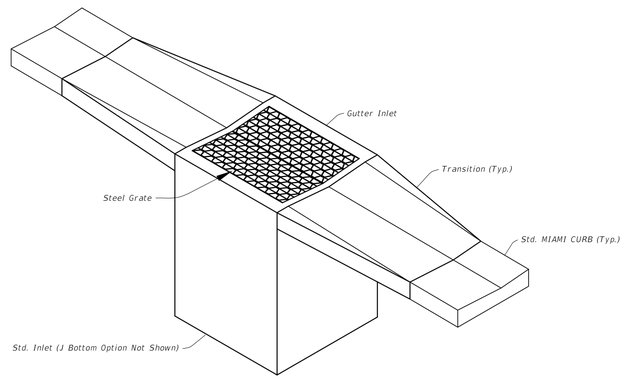


SECTION C-C



SECTION D-D

RETICULINE GRATE DETAIL
(Two Grates Required per Inlet)



GUTTER INLET TYPE V
(Pipe Opening Not Shown)

989 – GUTTER INLET TYPE V
FDOT INDEX 425-041
N.T.S.

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

DETAILS
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1168
WINDERMERE, FL 34786
(407) 601-7875

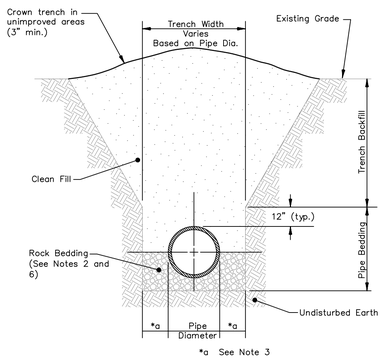
ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

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	DATE	REVISIONS

JOB # 2024-010
DATE: 11/08/24
SCALE: NTS
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

C-307
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NOTES:

1. Pipe bedding material and trench backfill shall be select common (clean) fill compacted to 95% (98% in roadway) of the maximum density as per AASHTO T-180.
2. Contractor shall install crushed rock (or equivalent bedding material) where pipe bedding does not provide solid support (yielding or plastic). Depth of material shall be a minimum of 6", or as needed, to provide non-yielding support for the pipe. All unsuitable material shall be removed from pipe bedding unless special provisions are approved by the City.
3. Excavated trench width at pipe haunch shall be sufficient in size for haunch compaction, but shall be no greater than 15" on each side of pipe for pipes less than 24" in diameter (24" for pipes 24" in diameter or greater.)
4. Water shall not be permitted in trench line during construction.
5. Pipe line shall be installed with bell fitting facing upgrade.
6. Gravity sewer shall have a 6" minimum rock bed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT001	Pipe Bedding and Trench
DATE: September 2019	SCALE: N/A

PVC/HDPE Restraint Table							
Minimum Length (FT) to be Restrained on each side of Fitting(s)							
Fittings	Pipe Size						
	4"	6"	8"	10"	12"	16"	20"
90° Bend	18	24	32	38	44	55	74
45° Bend	10	10	13	16	18	23	31
22 1/2° Bend	10	10	10	10	10	11	15
11 1/4° Bend	10	10	10	10	10	10	10
Plug or Branch of Tee	30	47	64	81	98	133	167

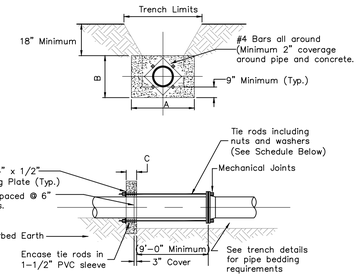
NOTES:

1. The restraint values as indicated by the "Restraint Table" are minimum values. Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
2. All fittings shall have restrained joints unless otherwise indicated.
3. No restraints required if continuous pipe length to fitting is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in-line, use greatest restraint length for coverage.
5. For in-line valves and through run of tees: outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
6. Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:

   Working Pressure: 150 PSI
   Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
   Laying Conditions: 5

7. For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT004	PVC/HDPE Pipe Restraint Table
DATE: April 2019	SCALE: N/A



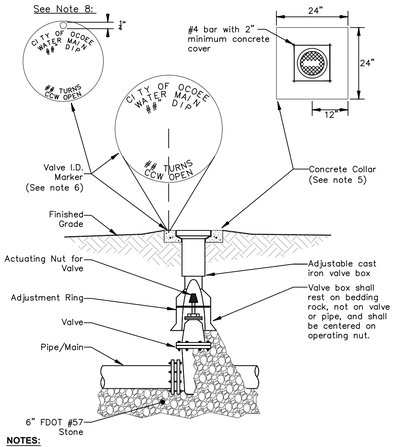
Schedule of Dimensions and Materials					
Pipe Size	Dimensions			Tie Rods Req'd	
	A	B	C	Dia.	No.
6"	2.0'	2.0'	1.0'	3/4"	2
8"	2.5'	2.5'	1.0'	3/4"	2
10"	3.5'	3.0'	1.0'	3/4"	4
12"	5.0'	3.0'	1.0'	3/4"	4
16"	6.0'	4.0'	1.5'	3/4"	4
20"	8.0'	5.0'	1.5'	3/4"	6
24"	9.0'	6.0'	1.5'	3/4"	8

Note: Thrust block areas to computed on 2,000 LBS. per square foot allowable soils pressure with a working pressure of 150 P.S.I. and pipe capped at the end. See Note 5 below conditions deviations.

NOTES:

1. Use of a thrust collar shall only be allowed due to special conditions and must be approved by the City.
2. Additional reinforcements shall be as specified by the engineer.
3. Minimum compressive strength for concrete shall be 3,000 PSI @28 days.
4. Bedding, backfill, and compaction shall be as specified elsewhere in the standard drawings.
5. All form boards shall be removed prior backfill.
6. Condition where allowable soil bearing capacity is less than above specified and/or operating pressure are greater than specified, engineer/contractor shall submit for approval special design for the condition(s) deviating from standards.
7. No allowance shall be made for friction between the pipe wall and the thrust collar.

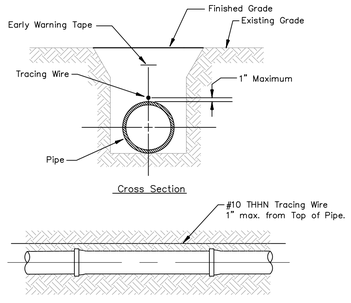
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT006	Utility Main Thrust Collar
DATE: April 2019	SCALE: N/A



NOTES:

1. PVC extensions shall not be used on valve box.
2. The actuating nut for valves shall be no deeper than 24" from ultimate finished grade.
3. Valve assembly shall include center spacing guide from the City's Approved Materials List.
4. Where valve nut is more than 36" below grade, valve assembly shall include an extension from the City's Approved Materials List.
5. Valve collar shall be 24" x 24" x 6" square pad and concrete for collar shall be fc' of 3,000 psi minimum @ 28 days for non-pavement areas.
6. Valve Marker shall be from the City's Approved Materials List and shall include "City of Ocoee", main type, size, material, turns to open or close valve, and direction of rotation.
7. Valve Box shall not be located in pavement, sidewalk, or driveway unless approved by the City. If approved, Contractor/Developer shall reach out to the Utilities Department on the location of the Valve Tags.
8. For Valve Box approved in pavement, a disk valve marker shall hang in the valve box anchored to the locating wire.

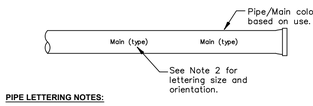
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT009	Valve Box and Cover
DATE: June 2021	SCALE: N/A



NOTES:

1. All pipe shall include the installation of #10 THHN copper tracing wire capable of detection by cable locating equipment.
2. Tracing wire shall be buried directly above the transverse centerline of the pipe.
3. End(s) of the locating wire shall be such that wire can be accessed by locating equipment assessing the wire in a valve vault or blow-off box. Wire is required to extend 12" minimum above finished grade.
4. Unless approved by the City, early warning tape indicating the type of pipe shall be required.
5. All directional drill pipe shall have locating wire attached to the top of pipe and shall remain on the top of the pipe during installation.
6. All service lines shall have locating wire placed on the pipe as described in City of Ocoee detail UT206 "Utility Service Connection"
7. All wire splices shall be completed with twist-on type wire nuts with gel or grease filled moisture seal.
8. All tracing wire installation shall be tested and verified for continuity by the contractor prior to final acceptance

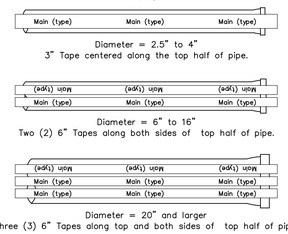
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT010	Pipe Locating Wire
DATE: April 2019	SCALE: N/A



PIPE LETTERING NOTES:

1. Lettering shall be per the American Water Works Association.
2. Lettering shall be a minimum of 3/4" in height and shall be facing up when the pipe is installed.
3. Lettering must be permanently imbedded into the pipe/main, not painted or stenciled.
4. Lettering shall be of contrasting color to pipe/main color.

Pipe Marking (Lettering)
N.T.S.



Warning Tape
N.T.S.

WARNING TAPE NOTES:

1. Tape color shall be in accordance with (same) as main/pipe color.
2. Tape lettering shall be at least 1" in height with no greater than 12" in spacing.
3. Warning tape shall extend total length of pipe.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT011	Pipe Identification & Warning Tape
DATE: April 2019	SCALE: N/A

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

UTILITY DETAILS
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7875

ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #67459
CERTIFICATE OF AUTHORIZATION NO. 33151

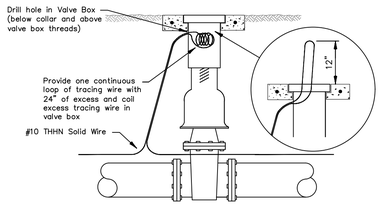
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JOB # 2024-010
DATE: 11/08/24
SCALE: NTS
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

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NOTES:

1. All pipe shall be installed with # 10 THHN solid copper tracing wire. Tracing wire must be installed directly above the pipe in a continuous circuit.
2. Tracing wire shall cover all main, pipe, branches (including fire hydrants) and service connections.
3. Tracing wire shall extend a minimum of 12" above grade at required intervals and/or valve lids.
4. Tracing wire shall be coiled and placed in a valve box and shall be easily accessible.
5. At dead ends of mains, pipe, and/or service, the tracing wire shall be placed in a properly identified cast iron valve box (Valve Box and Cover Detail UT009).

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT012	Tracing Wire Location
DATE: April 2019	SCALE: N/A

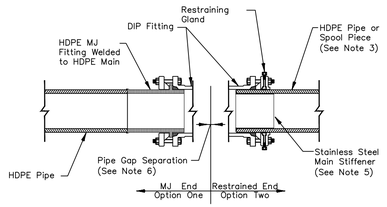
Pipes/Mains Separation Requirement Table (See Note 11 for Structural)									
	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		Structural
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.
Potable			3'	12"	10'	18"	3'	18"	10'
Reclaimed	3'	12"			3'	12"	3'	12"	10'
Sanitary Sewer	10'	18"	3'	12"			3'	12"	10'
Storm Sewer	3'	18"	3'	12"	3'	12"			10'

Joint Spacing Requirement Table (See Note 2)					
	Potable	Reclaimed	Sanitary Sewer	Storm Sewer	
Potable		3'	6'	3'	

NOTES:

1. The table above represents the minimum separation requirements as described in the City's Engineering Standards Manual. The most stringent requirements between the City's Standards and the guidelines set forth in the Florida Administrative Code 62-555.314 (F.A.C). shall apply between newly proposed utility lines and existing or proposed utility lines.
2. Joint spacing shall be based on one full length water main pipe centered above or below other pipes. The joint shall be no less than the required distance from the center of the crossing of the two pipes. (The water pipe shall be above the other pipe unless otherwise approved by the City.)
3. Where the City's minimum vertical and horizontal separation from potable water cannot be achieved from the outside of the potable water pipe and the outside of the other pipe/main, preferred separation in accordance with F.D.E.P. rules of the Florida Administrative Code 62-555.314 (F.A.C.) and 62-604.400 (F.A.C.) may be allowed upon approval by the City's Utilities Department.
   a. If it is not technically feasible or economically sensible to comply with the requirements set forth in 62-555.314 (F.A.C.), technical or economic justification for each exception must be submitted to F.D.E.P. with alternative construction features. Proof of F.D.E.P.'s approval for exceptions shall be submitted to the City.
4. For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 62-610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw sewage, and the separation list for sanitary sewer shall apply.
5. Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
6. Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured for the outside dimension of each pipe/main.
7. All Sanitary and Storm Structures shall follow separation requirements above.
8. Potable water pipes shall be laid above all pipes conveying raw sewage whenever they cross.
9. All utilities shall be installed with 36" of cover over the top of pipe. Cover shall be measured with current or future grading to ensure the 36" coverage.
10. No potable water pipe may pass through a sanitary sewer structure. Penetration through storm sewer must be approved by the City and is subject to special conditions and materials.
11. Structural shall refer to foundations, walls, etc. Additional separation shall be required by the City for construction of, including, but not limited to: live loads, multi-story commercial buildings, superstructures, embankments, retaining walls, bridges, railroads, high voltage transmission mains, gas mains, etc.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT013	Pipe Separation Requirement Table
DATE: November 2022	SCALE: N/A

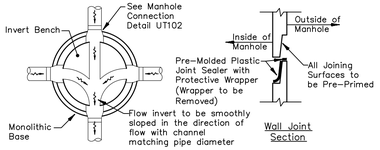


Section View

NOTES:

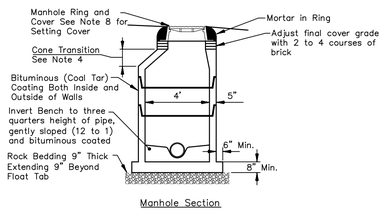
1. The detail shall be used when connecting directional drilled sections of mains together using valves, sleeves, fittings or appurtenances.
2. This detail is limited to the use of 4" to 12" mains.
3. In cases where directional drill main must be offset by direct bury of a portion of the main, contractor may elect to use a Restrained End for both connections.
4. A stainless steel stiffener is required on Restrained End of connection when HDPE is used.
5. Spool piece for fittings or around main offsets may use alternative approved main material. Payment (if applicable) for the alternative material main shall be paid under the replaced main pay item.
6. Gap between mains when connecting with a sleeve shall be no greater than 2.5".
7. The information and requirements in this detail are for directional drill connections only. For other connections refer to other City details.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT014	Direction Drill HDPE Connection
DATE: April 2019	SCALE: N/A



Invert Section

Wall Joint Section



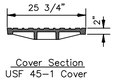
Manhole Section

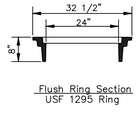
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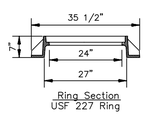
1. This detail is for pre-cast standard and receiving sanitary sewer manholes.
2. Sewer main sizes connecting to the manhole shall range from 6" to 24" in diameter and not less than 2" from floor of bottom casting. All other sizes shall require separate design and approval.
3. All manholes where any invert into the manhole exceeds 18" shall require a drop connection (See detail UT102).
4. Manhole cone/ring and cover shall be eccentric configured. Cone transition shall range from 18" to 36". Concentric configuration shall require written approval by the City.
5. Receiving, forcemain connected and drop manhole shall be continuously lined with an approved liner on the City of Ocoee's Approved Materials List at a minimum of 90 mil thickness.
6. Bottom casting shall be monolithic with first riser.
7. Riser between top cone and bottom casting shall be no shorter in height than 6".
8. Manhole cover to be set 1/4" above and matching slope pavement and should be set at plan grade unpaved areas.
9. All seams from structure joints, pipe connections and ring shall be WrapidSealed.

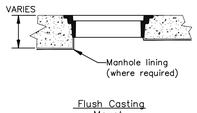
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT101	Sanitary Sewer Manhole
DATE: July 2019	SCALE: N/A

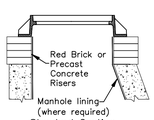








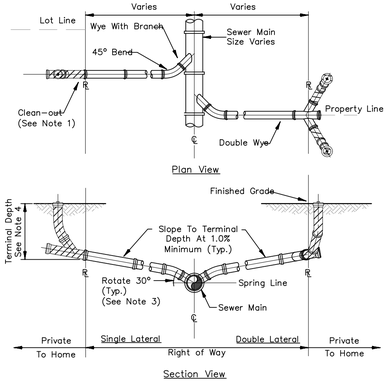




NOTES:

1. Use Ring & Covers Detail as depicted on this sheet for standard manhole applications. Refer to UT104 Large & Receiving Ring and Double Cover Detail for large (6' or greater) and receiving manholes.
2. For structures with top elevation at surface, use "Flush Structure Casting", USF 1295 Ring.
3. Brick shall be solid red (clay) brick meeting AASHTO M114 -Grade MW.
4. Red Brick or Precast Concrete Risers should not exceed four levels.
5. Manhole lid shall be Lettered with "City of Ocoee" (top), Sewer (center) and Florida (bottom).
6. Manhole lids shall have two (2) non-pentrating pick holes.
7. Where manhole lining (coating) is required, coating shall extend to ring sealing and coating ring's mortar bed.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT103	Standard Manhole Ring and Cover
DATE: April 2019	SCALE: N/A



NOTES:

1. Clean-out (shown hatched) shall be installed by the builder in accordance with standard plumbing code.
2. Locate clean-outs as close to the property line as possible.
3. Invert of service lateral shall not enter sewer main below spring line.
4. The minimum terminal depth as required for house service is 3'.
5. Service Laterals shall be a minimum of 6" for non-residential scenarios. In residential areas, service laterals shall be a minimum of 4" to the right-of-way and then 6" to the sewer main.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT105	Service Lateral
DATE: April 2019	SCALE: N/A

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

UTILITY DETAILS
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7875

ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #67459
CERTIFICATE OF AUTHORIZATION NO. 33151

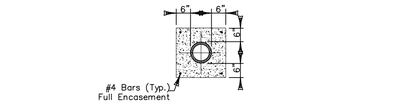
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JOB # 2024-010
DATE: 11/08/24
SCALE: NTS
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

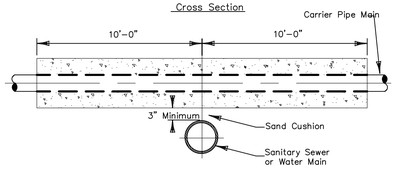
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Cross Section



Transverse Section

NOTES:

1. Use encasement where vertical clearance between water main and sewer is less than 12". Ductile iron pipe may be used in lieu of concrete encasement at sewer line crossing with a length of pipe centered at the point of crossings, so as to locate joints at a maximum distance from the sewer line
2. Encasement placement to be used where minimum separation as indicated in Detail UT013 cannot be met and must be reviewed and approved by City prior to placement

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT003	Utility Crossing Concrete Encasement
DATE: April 2019	SCALE: N/A

D.I.P. Restraint Table						
Minimum Length (FT) to be Restrained on Each Side of Fitting(s)						
Fittings	Pipe Size					
	4"	6"	8"	10"	12"	16"
90° Bend	15	21	27	32	37	47
45° Bend	7	5	11	13	16	20
22 1/2° Bend	5	5	6	7	8	10
11 1/4° Bend	5	5	5	5	5	6
Plug or Branch of Tee	30	47	64	81	98	133

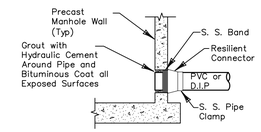
NOTES:

1. The restraint values as indicated by the "Restraint Table" are minimum values.Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
2. All fittings shall have restrained joints unless otherwise indicated.
3. No restraints required if continuous pipe length is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in-line, use greatest restraint length for coverage.
5. For in-line valves and through run of tees: outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
6. Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:

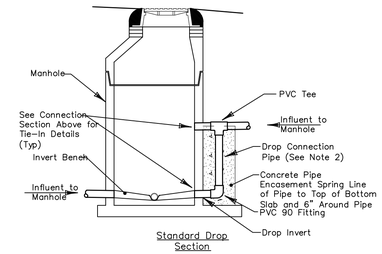
   Working Pressure: 150 PSI
   Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
   Laying Conditions: 5

7. For pipe encased in polyethylene, use values given in parentheses or increase the given value by 150%.
8. For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT005	Ductile Iron Pipe Restraint Table
DATE: April 2019	SCALE: N/A



Pipe Connection for Pipes Less Than 24" Section

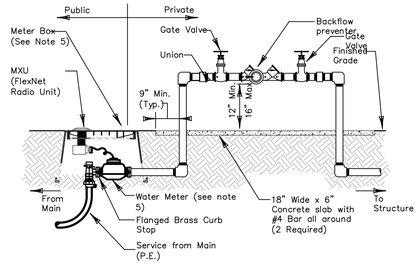


Standard Drop Section

NOTES:

1. For manhole covers, see UT103 Standard Manhole Ring and Cover Detail and UT104 Large & Receiving Manhole Ring and Double Cover Detail.
2. Drop pipe and fittings shall be of equal size and material to the influent sewer line.
3. The drop connection provided above is limited to pipe size less than 24". Alternative design must be approved by City for pipe sizes equal or greater than 24" in diameter.
4. An outside drop connection is required for all influent lines 18" or more above the manhole inverts.
5. Bottom elevation of drop shall be 0.1' above effluent invert.

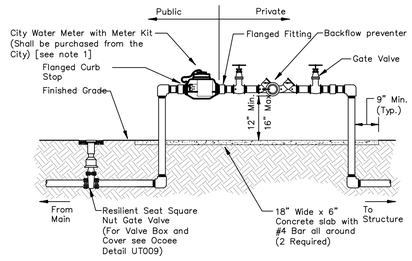
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT102	Sanitary Sewer Connection
DATE: July 2019	SCALE: N/A



NOTES:

1. Contractor shall be responsible for supplying and installing all materials and backflow prevention device except City's water meter and box.
2. Backflow device shall only be required for potable water services and be per the City's Cross Connection Control Manual.
3. All pipes, fittings, and end valves as indicated as private shall be the responsibility of the owner. All fittings indicated as public with material not indicated shall be brass.
4. Contractor shall tape service (P.E.) on a stake as shown in UT208a Single Family Residential Service with an approved 90 degree curb stop and meter nut connection
5. The City shall install the water meter and box and make required connections.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT209a	3/4" and 1" Commercial/Multi-Family Meter Configuration
DATE: June 2021	SCALE: N/A



NOTES:

1. Contractor shall be responsible for installing City water meter matching pipe size with meter kit and shall supply and install all materials and backflow prevention device.
2. Backflow device shall be per the City's Cross Connection Control Manual.
3. All pipes, fittings, and end valves as indicated as private shall be the responsibility of the owner. All pipes and fittings indicated as public with material not indicated shall be brass or schedule 80 PVC.

1 1/2" and Larger Commercial/Multi-Family Meter Configuration
N.T.S.

June 2021 Ocoee UT209b

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT209b	1 1/2" and Larger Commercial/Multi-Family Meter Configuration
DATE: June 2021	SCALE: N/A

1 ADD ENTIRE SHEET

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

UTILITY DETAILS A

FOR

MAGUIRE PLAZA

FLORIDA

CITY OF OCOEE

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7875

ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

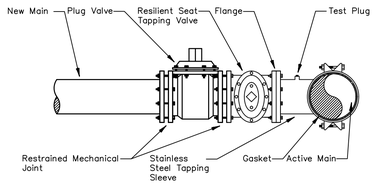
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1	08/29/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/21/25
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JOB # 2024-010
DATE: 11/08/24
SCALE: NTS
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

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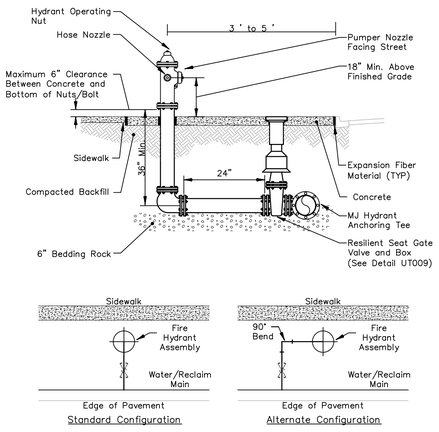
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NOTES:

1. All Sleeves and Valves shall be water tested before tap.
2. No Wet Tap on Asbestos Cement water mains.
3. For Valve Box and Cover, see Ocoee UT009 Valve Box and Cover Detail.

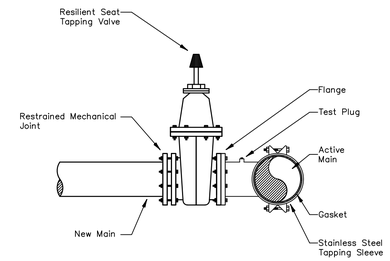
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT107	Stainless Steel Tapping Saddle and Gate Valve Assembly Wastewater
DATE: March 2020	SCALE: N/A



Note:

1. Hydrants shall be painted with double coat enamel paint per the following:
   - Public Potable Water – Safety Yellow Pantone 13-0630TN
   - Reclaimed Water – Purple Pantone 522 C
   - Private Fire – Cherry Red HDC-MD-16
2. Concrete shear pad shall abut between sidewalk and curb. Where sidewalk is not present, concrete shear pad shall be approx. 7.5' x 3.5' min.
3. Concrete shall be 6" thick with fibermesh and shall be fc' of 3,000 psi minimum at 28 days.
4. Any deviation from this detail shall be made known to the City for approval.

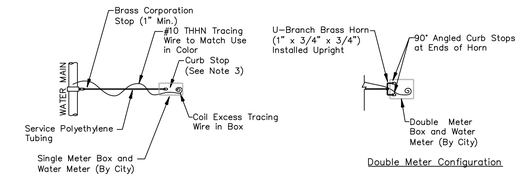
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT201	Fire Hydrant Assembly
DATE: June 2021	SCALE: n/a



NOTES:

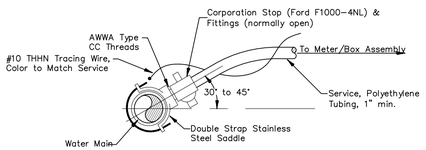
1. All Sleeves and Valves shall be water tested before tap.
2. No Wet Tap on Asbestos Cement water mains.
3. For Valve Box and Cover, see Ocoee UT009 Valve Box and Cover Detail.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT205	Stainless Steel Tapping Saddle and Gate Valve Assembly Water and Reclaim
DATE: Feb. 2020	SCALE: N/A



Double Meter Configuration

Service View with Single Meter

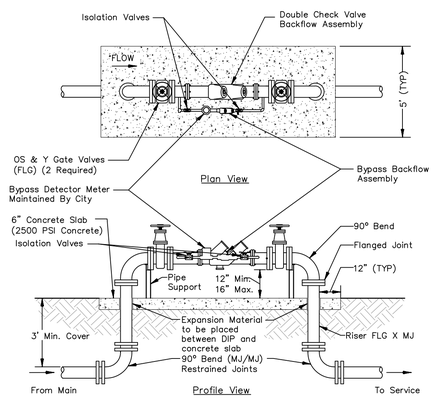


Tapping Section

NOTES:

1. All fittings shall be brass with compression-pack joint type connections.
2. No service line shall extend or terminate under a driveway.
3. Meter end of service shall terminate with curb stop (90°) for single service and dual horn and curb stops (90°)for dual services.
4. Meter end of service shall terminate 3' past meter location where service shall, unless directed otherwise, extend 3' above finished grade tied to a 2" x 4" x 4' stake. If directed, service connection shall be buried and located with an 2" x 4" x 4' painted marker. Stake or marker shall indicate lot(s) to be served.
5. Concrete curb shall be marked (stamped or saw-cut) with "W" locating service.
6. Service connection to the main shall use approved saddle, and tapping of main shall be by a method where a solid coupon is removed.
7. Services installed under finished or existing pavement shall be directionally drilled.
8. Upon approval, direct tap (no saddle) may be used on Ductile Iron Pipe.
9. Service color shall be blue for potable water and purple (magenta) for reclaimed water.

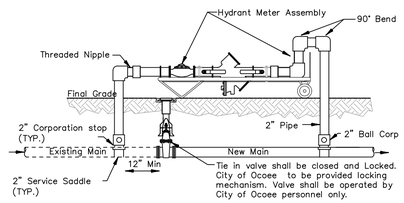
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT206	Water and Reclaim Service Connection
DATE: Sep. 2019	SCALE: N/A



NOTES:

1. Backflow assembly shall be owned and maintained by the property owner.
2. The City shall own and maintain the meter.
3. Utility easement size minimum shall be 10 feet by 15 feet.
4. The contractor shall contact the inspector for exact assembly length and height above the slab required for the double detector check valve assembly to be installed by contractor. All pipe, fittings, and appurtenances shall be installed by the contractor.
5. All above ground pipe shall be flanged ductile iron.
6. Double detector check valve assembly shall be in conformance with the City's Cross Connections Manual.
7. Bypass meter piping shall be brass

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT210	Double Detector Check Valve Assembly
DATE: July 2020	SCALE: N/A



NOTES:

1. Provide temporary pipe supports as required.
2. Do not use galvanized pipe or accessories. Polyethylene pipe can be used with approval by the City
3. A temporary jumper connection is required at all connections between existing active water mains and proposed new water main improvements.
4. The detail shown is to be used for filling any new water main of any size from existing active water mains and for flushing of new mains up to 8" diameter (2.5 fps min velocity) and for pulling bacteriological samples from any new water main of any size.
5. The jumper connection shall be maintained until after filling, flushing, testing, and disinfection of the new main has been successfully completed; and clearance for use from Florida Department of Environmental Protection (FDEP) and other pertinent agencies has been received.
6. Pipe and fittings used for connection of the new pipe to the existing pipe shall be disinfected prior to installation in accordance with AWWA C651, 2014 edition.
7. Swab or spray the exterior of the main to be tapped and the tapping saddle with 1% Hypochlorite solution.
8. The contractor shall reach out to the City to rent a City Hydrant Meter Assembly.
9. All installation and maintenance of the temporary jumper connection and associated hydrant meter assembly, fittings and valves, etc., shall be the responsibility of the contractor.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT211	Temporary Jumper Connection
DATE: March 2020	SCALE: N/A

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(407) 325-5579

UTILITY DETAILS
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7675

ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

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JOB # 2024-010
DATE: 11/08/24
SCALE: NTS
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

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RILEY & Company, Inc. (Duplex LS)

w/ BATTERY BACK-UP FOR AUDIO AND VISUAL ALARMS & RILEY & COMPANY GUARD PRO IV MONITORING SYSTEM

(No Substitutions - No Alternates)

RILEY & COMPANY, INC. / GUARD PRO IV MONITORING SYSTEM:
GUARD PRO IV offers a remote control and maintenance solution which allows you to create a decentralized system to monitor and control devices. Up to eight (8) different lift station inputs can be monitored and up to eight (8) outputs can be controlled remotely. The GUARD PRO IV can also notify up to eight (8) different recipients via sms text and/or email.

PUMPS: SPECIFICATION

Submersible grinder pumps shall be installed in the H-20 FRP wet well utilizing a dual slide rail system.

The pumps shall be capable of pumping materials normally found in domestic and commercial wastewater.

Stator winding shall be open type with Class H insulation and shall be heat -shrink fitted into the stator housing. The use of pins, bolts and other fastening devices is not acceptable.

A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with a magnectic contactor coil in the control panel. If the winding temperature exceeeds 140° C, the motor shall shut off but shall automtically reset when the temperature drops below the threshhold. Two heat sensors shall be used on 3 phase motors. Upper & lower mechanical seals shall have Silicon Carbide vs Silicon Carbide.

CONTROL PANEL: SPECIFICATION

The Enclosure shall be NEMA 4X, minimum 30" high x 20" wide x 10" deep with a 3 point latching system.

The enclosure shall have external mounting feet to allow for wall mounting.
The following components shall be mounted through the enclosure:
1- ea. Red Alarm Beacon (Light) LED 360 Degree viewable range, NEMA 4X
1- ea. Alarm Horn (minimum 95 DCB), ROHS 3 Compliant, NEMA 4X
1- ea. Generator Receptacle w/ weatherproof cover 60A Minimum. Shall meet UL 1682, UL 1686 and UL486E Compliance.

The back panel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.
The following components shall be mounted to back panel:
1- ea. Guard Pro IV Monitoring Unit
2- ea. IEC Style Motor Contactors
1- ea. Volt Monitor (1 Ph) Phase Monitor (3 Ph) w/2 N/O & 1 N/C Contacts
1- ea. Alternator w/ Pump Lead Switch
1- ea. Control Transformer (480 Volt Only) (Min. 500VA)
1- ea. Model RCBB5AH Battery Back-Up w/ Smart Charger (UPS) - 24 Hr Min.
20- ea. Terminals For Field Connections
6- ea. Terminals For Motor Connections (Single Phase Only)
7- ea. Grounding Lugs
1-ea. Lightning and Surge Protection shall meet the UL 1449 2nd Edition

The inner door shall have a continuous aluminum piano hinge.
The following components shall be mounted through the inner door:
1- ea. Main Circuit Breaker - UL489
1- ea. Emergency Circuit Breaker - UL 489
1- ea. Mechanical Interlock For Emergency And Main Breakers (UL Listed)
2- ea. Short Circuit Protectors w/ Auxiliary Contacts
1- ea. Control Circuit Breaker & GFCI Circuit Breaker - UL 489
1- ea. GFI Duplex Convenience Outlet - NEMA 5-15R
2- ea. Elapsed Time Meter, Non-Resettable

MISCELLANEOUS: All wiring on the back panel shall be contained within the wiring duct. All wiring between the inner door and the back panel shall be contained with in a plastic spiral wrap. Each wire shall have a wire number at each end to correspond to the as built drawing for field troubleshooting. The control panel must be manufactured in-house by the lift station supplier and be a TUV (UL508A Certified) facility.

WET WELL: SPECIFICATION

Wet Well FRP Wall Laminate must be designed to withstand wall collapse or buckling based on third party specifications and the assumptions below.

**Hydrostatic Pressure: 62.4 lbs. Per SQ Ft.*
**Saturated Soil Weight: 120 lbs. Per Cubic Ft.*
**Soil Modulus: 700 lbs Per SQ Ft.*
**Pipe Stiffness as Specified in ASTM D 3753*

The wet well FRP laminate must be constructed to withstand or exceed two times the assumed loading for the complete depth of the structure.

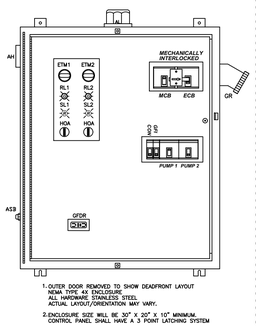
The cover shall be constructed of ¼ inch thick finished aluminum, diamond plate pattern with 300 series stainless steel hardware. The hatch shall have a positive means of locking the door open in the vertical position via a hold open arm and shall be made of a non-corrosive material. The cover shall be mounted with minimum of six 300 series stainless steel fasteners. The access hatch cover shall have a lift handle and a means of locking.

The prefabricated FRP lift station manufacturer shall guarantee the prefabricated lift station per approved drawings for a period of one year from the date of delivery.

INSPECTION & TESTING:
A factory representative shall be provided for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance of the complete system. The pump motors shall be megged out prior to the start-up to ensure that the insulation of the pump motor and cable is intact. The pumps and the controls shall be checked for mechanical reliability and proper operation.

EXECUTION:
Installation shall be in strict accordance with the manufacturer's recommendations in the locations shown on the engineered drawings.

02/13/26 SR



1. OUTER DOOR REMOVED TO SHOW DEADFRONT LAYOUT
NEMA TYPE 4X ENCLOSURE
ALL HARDWARE STAINLESS STEEL
ACTUAL LAYOUT/ORIENTATION MAY VARY.

2.ENCLOSURE SIZE WILL BE 30" X 20" X 10" MINIMUM.
CONTROL PANEL SHALL HAVE A 3 POINT LATCHING SYSTEM

STATION DESIGN CONDITIONS		
PRIMARY PUMP CAPACITY	39	GPM
PRIMARY TDH	50	'TDH
RUN-OUT PUMP CAPACITY	67	GPM
RUN-OUT TDH	30	'TDH
PUMP MODEL #	HOMA RC10068	
R.P.M.	3450	
HORSEPOWER	1.9	
ELECTRICAL VOLTS / PHASE	230V/3Φ	
PUMP DISCHARGE SIZE	2"	

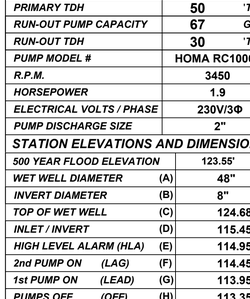
STATION ELEVATIONS AND DIMENSIONS		
500 YEAR FLOOD ELEVATION		123.55'
WET WELL DIAMETER	(A)	48"
INVERT DIAMETER	(B)	8"
TOP OF WET WELL	(C)	124.68
INLET / INVERT	(D)	115.45'
HIGH LEVEL ALARM (HLA)	(E)	114.95'
2nd PUMP ON (LAG)	(F)	114.45'
1st PUMP ON (LEAD)	(G)	113.95'
PUMPS OFF (OFF)	(H)	113.35'
BOTTOM OF WET WELL	(I)	111.20'
GUIDE RAIL DIAMETER	(J)	1½"
DISCHARGE PIPE DIAMETER	(K)	2"
F.M. PIPE DIAMETER	(L)	2"
REDUCER (If Required)	(M)	n/a

STATION MANUFACTURING MATERIALS	
DISCHARGE/RISER PIPE	HDPE
INLET PIPE	PVC
GUIDE RAIL	304 SS
WET WELL	FRP ASTM D-3753
WET WELL HATCH COVER	300 LBS PSF ALUM
CABLE BRACKET	304 SS
LIFTING CHAIN	304 SS
PLUG VALVE	CAST IRON
SWING CHECK VALVE	CAST IRON
VALVE BOX	FRP
VALVE BOX HATCH COVER	300 LBS PSF ALUM

STATION VALVE BOX SIZES	
(36" x 36" x 36" DEEP)	FOR 2" DISCHARGE
(48" x 48" x 36" DEEP)	FOR 3" DISCHARGE
(48" x 48" x 36" DEEP)	FOR 4" DISCHARGE

STATION HATCH OPENINGS			
WET WELL DIA.	36"	48"	60"
	27" x 20"	36" x 24"	36" x 30"

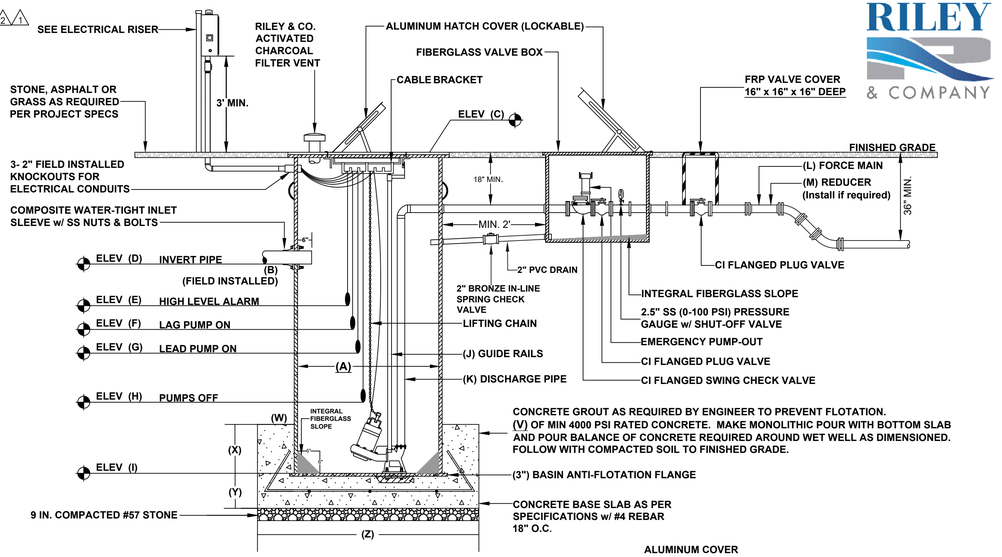
CONCRETE BALLAST REQUIREMENTS		
CUBIC YARDS OF CONCRETE REQUIRED	(V)	2.21 yds³
CIRCUMFERENCE DIMENSION - WIDTH	(W)	12.0"
CIRCUMFERENCE DIMENSION - HEIGHT	(X)	18.0"
BASE SLAB DIMENSION - HEIGHT	(Y)	12.0"
BASE SLAB DIMENSION - LENGTH & WIDTH	(Z)	72.0"

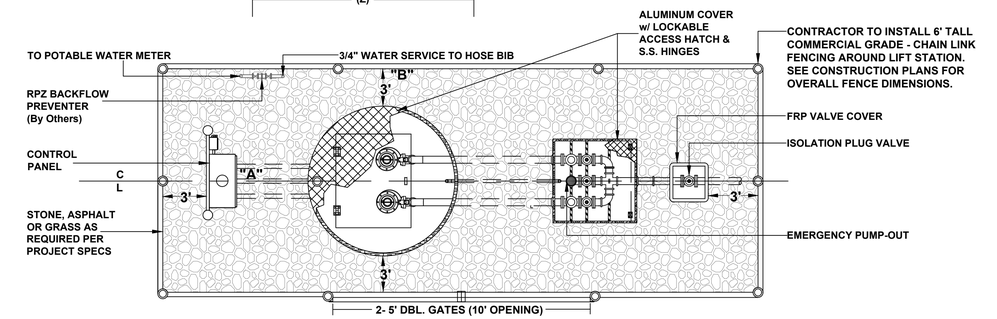


NOTE: CONTRACTOR MUST SUPPLY INFORMATION SIGN AT START-UP.

LIFT STATION WILL BE PRIVATELY OWNED AND MAINTAINED

PRIOR TO START-UP, OWNER MUST HAVE A MINIMUM 1 YR. PREVENTIVE MAINTENANCE CONTRACT WITH A REPUTABLE LIFT STATION MAINTENANCE COMPANY.

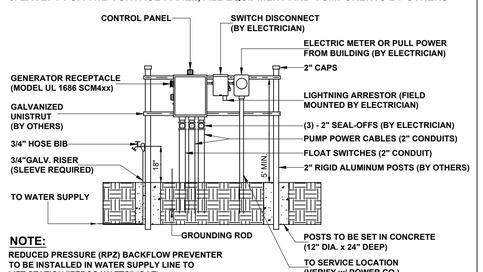




NOTE: PUMP CONTROL PANEL SHALL BE LOCATED A MIN. OF 3 FEET FROM WET WELL PERIMETER AT POINT "A" OR "B"

ELECTRICIAN NOTES:

1. DRAWING NOT TO SCALE
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES
3. ELECTRICIAN TO INSTALL SWITCH DISCONNECT & LIGHTNING ARRESTOR
4. CONTRACTOR SHALL VERIFY POWER SUPPLY PRIOR TO ORDERING EQUIPMENT
5. NEUTRAL TO BE SUPPLIED FOR 3Φ/208-230V OR 1Φ/208-230V
6. EXCEPT FOR THE CONTROL PANEL, ALL EQUIPMENT AND COMPONENTS BY OTHERS



NOTE:
REDUCED PRESSURE (RPZ) BACKFLOW PREVENTER TO BE INSTALLED IN WATER SUPPLY LINE TO LIFT STATION "FEBCO WATTS" (OAE)

ELECTRICAL RISER FOR ILLUSTRATION PURPOSES ONLY

For Lift Station Proposal:
Please Contact Chase Rachal
(407) 265-9963
c.rachal@rileyandco.com

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RILEY & COMPANY, INC.
5491 BENCHMARK LANE
SANFORD, FL. 32773
PH. 407-265-9963

OCOEE INDUSTRIAL PROJECT

REVISIONS	BY	DATE

DRAWN BY
CHECKED BY
DATE
SCALE
JOB NO.
DRAWING NO.
SHEET NO.

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

UTILITY DETAILS
FOR
MAGUIRE PLAZA
CITY OF OCOEE FLORIDA

OWNER(S):
51 MAGUIRE RD, LLC
ATTN: MR. JOHN MAGUIRE
PO BOX 1166
WINDERMERE, FL 34786
(407) 601-7875

ENGINEER IN CHARGE:
DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

NO.	DATE	REVISIONS
1	08/29/25	REVISIONS PER CITY OF OCOEE COMMENTS 08/21/25
2	11/14/25	REVISIONS PER CITY OF OCOEE COMMENTS 11/12/25
3	02/17/26	REVISED LIFT STATION PER OCOEE COMMENTS 2/11/26
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 2024-010
DATE: 11/08/24
SCALE: NTS
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

C-504
21 OF 35

C:\Users\dgvid\OneDrive - sccivil.com\Projects\2024-010 Ocoee Industrial\Drawings\SHEETS\Details-Utility.dwg Layout:21 UTILITY DETAILS Plotted:4/6/2026 10:43 AM By:David Glunt

ALTA/NSPS Land Title Survey

Boundary Survey

Legal Description: Parent Tract

Parcel 1:

Begin at the NE corner of the SW 1/4 of Section 18, Township 22 south, Range 28 East, Orange County, Florida; thence run South along quarter section line 585 feet (598.06 feet measured) to the South Right-of-Way line of Franklin Street (formerly Orlando-Oakland Brick Road); thence S 89°48'00" W along said Right-of-Way 30 feet to the West Right-of-Way line of H.M. Bowness Road; thence South along said Right-of-Way 516.2 feet to Point of Beginning; thence S 79°36'00" W, 224 feet to the North Right-ofWay of the main line of T&G Railroad; thence S 87°23'00" E along the North line of said railroad 220.92 feet to the West Right-of-Way line of H.M. Bowness Road; thence North along said Right-of-Way to P.O.B.

AND

Parcel 2:

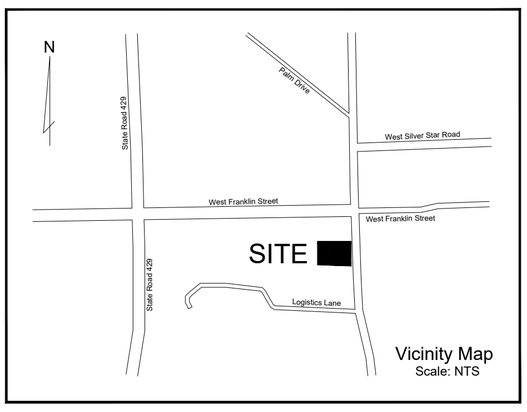
Begin at the Northeast corner of the SW 1/4 of Section 18, Township 22 South, Range 28 East, Orange County, Florida; run South on the quarter section line a distance of 585 feet to the Southerly Right-of-Way of Franklin Street (formerly the Orlando-Oakland Brick Road), run thence S 89°48'00" W along the Southerly Right-of-Way of Franklin Street (formerly the Orlando-Oakland Brick Road), a distance of 504.00 feet to a point; thence run S 00°09'07" E a distance of 219.80 feet for a Point of Beginning; thence continue to run S 00°09'07" E a distance of 323.46 feet to a point, being a point on the Northerly Rightof-Way line of the Tavares and Gulf Railroad; thence run S 87°23'00" E along the Northerly Right-ofWay line of the Tavares and Gulf Railroad a distance of 173.00 feet to a point; thence run N 00°07'44" W a distance of 301.96 feet to a point; thence run N 89°48'00" E a distance of 300.52 feet to a point, being a point on the Westerly Right-of-Way line of H. M. Bowness Road; thence run North along the Westerly Right-of-Way line of O. M. Bowness Road, a distance of 30.00 feet to a point, thence Run S 89°48'00" W a distance of 473.70 feet to the Point of Beginning.

AND

Parcel 3:

From the Northeast corner of the Southwest quarter of Section 18, Township 22 South, Range 28 East, Orange County, Florida; run South on quarter Section line 585 feet (598.06 feet measured) to the South line of Right-of-Way of Orlando and Oakland Brick Road, run thence S 89°48'00" W along said Right-ofWay 30.00 feet; thence South 250.00 feet for the Point of Beginning, run thence S 89°48'00" W, 300.52 feet along a line parallel to and 250 feet South of the South Right-of-Way of Orlando and Oakland Brick Road; run thence S 00°07'44" E, 301.96 feet to the Right-of-Way of T & G Railroad; thence S 87°23'00" E, along said Right-of-Way 79.60 feet; thence N 79°36'00" E, 224.00 feet to a point South of the Point of Beginning; thence North 226.20 feet to the Point of Beginning. All said lands lying and being in Orange County, Florida. LESS the Southerly 15 feet thereof, which is reserved for drainage & public utilities and railroad spur.

FLOOD DISCLAIMER: BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF OCOEE, COMMUNITY NUMBER 120185, DATED 09-24-2021.



Schedule B-II (Exceptions)

Issued by: First American Title Insurance Company
File No.: 17-13068
Issuing Agent: GRS Title Services, LLC
Effective Date: April 24, 2017 @ 8:00 AM

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met. ***No adverse claims or other matters provided at time of survey.***
2.
   a. General or special taxes and assessments required to be paid in the year 2024 and subsequent years. ***Not survey related.***
   a. Rights or claims of parties in possession not recorded in the Public Records. ***None provided at time of survey.***
   c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land. ***Shown on survey, if applicable.***
   d. Easements or claims of easements not recorded in the Public Records. ***None provided at time of survey.***
   e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records. ***Not survey related.***
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands. ***Not on a state owned body of water.***
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality. ***Not survey related.***
5. Rights of the lessees under unrecorded leases. ***Not survey related.***
6. Intentionally Deleted.(A4)
7. Terms, conditions and restrictions set forth under Development Agreement recorded in Clerk's File Number 2019 - 116770, and First Amendment thereto recorded in Clerk's File Number 2022 - 71834, Public Records of Orange County, Florida. ***Affects Parcels; Blanket, unable to plot.***
8. ADDED (A5): NOTE SHOWN FOR INFORMATIONAL PURPOSES ONLY: That portion of the legal description which references LESS the Southerly 15 feet, which is reserved for drainage & public utilities and railroad spur under Deeds recorded in O.R.Book 2850, Page 90, O.R. Book 2868, Page 513, and O.R.Book 11010, Page 3657, Public Records of Orange County, Florida, is excluded from coverage.(Parcel 3) ***Affects Parcel; shown on survey.***

-Utility Legend-

- Air Release Manhole
- Backflow Preventer
- Bollard
- CR - Cable Riser
- CO - Cleanout
- Concrete Light Pole
- PP - Concrete Power Pole
- CWP - Crosswalk Post
- Curb Inlet
- EB - Electric Box
- EM - Electric Meter
- FDC - Fire Department Connection
- FOC - Fiber Optic Cable
- FOC - Fiber Optic Cable Box
- Fire Hydrant
- GM - Gas Meter
- Gas Valve
- Guy Anchor
- Handicap Parking
- Mitered End Section
- OHU - Overhead Utility Line
- Sanitary Manhole
- Sanitary Valve
- SP - Signal Pole
- Sign
- Storm Inlet
- Storm Manhole
- TB - Telephone Box
- TR - Telephone Riser
- TLP - Traffic Light Pole
- TP - Traffic Panel
- TSB - Traffic Signal Box
- Transformer
- Water Valve
- Water Meter
- PP - Wood Power Pole

Point of Commencement
(Parcel 1) (Parcel 2) (Parcel 3)
(By Surveyor)
The NE Corner of the SW ¼ of Section 18-22-28
Corner NOT Recovered
CCR #066271

14 Section line of Section 18-22-28

South 585.00'(D)598.06'(D)
S 00°24'43" E 598.31'(C)

Calculated Corner
Corner NOT Located
The Southerly R/W Line of Franklin Street
(Formerly Orlando-Oakland Brick Road)

S 89°48'00" W 504.00'(D)-Parcel 2
N 89°01'29" E 499.55'(C)-Parcel 2
Along the S R/W Line

Calculated Corner
Corner NOT Located
The W R/W Line of H.M. Bowness Road
(Today Known as Maguire Road)

S 89°01'29" W
25.26'(C)
S 89°48'00" W
30.00'(D)
Parcel 1 & 3

South 516.20'(D)-Parcel 1
S 00°46'30" E 516.21'(C)-Parcel 1

South 250.00'(D) S 00°46'31" E 250.00'(C)

S 00°46'31" E 220.00'(C)

S 00°09'07" E 219.80'(D)-Parcel 2
S 00°55'38" E 220.00'(C)-Parcel 2

Owner: Circle K Stores INC

Parcel ID#
18-22-28-0000-00-086
("Store No. 3805")
(O.R.B. 5673, Pages 1363-1374)

Owner: Elorre Kalvincent

Parcel ID#
18-22-28-0000-00-080
(O.R.B. 6279, Page 5858)

Adjacent FFE: 122.47'

6" PVC Cleanout
Top Elev: 121.97'
Invert: 119.66'

6" PVC - 118 LF @ -2.0%

6" Pipe

Drop Inlet
Top: 120.06'
N Inv.: 116.36'
S Inv.: 116.31'

Point of Beginning
(By Surveyor)
Set 1/2" Rebar & Cap
"LB 7623"
SE Corner of Store No. 3805
O.R.B. 5673, Pages 1363-1374

Lift Station Wet Well
Top Elev: 120.92'
In 6" PVC Invert: 116.61'
Out 2" PVC Invert: 118.62'
Bottom Elev: 115.01'

Proposed Utility Easement

Lift Station
Control Panel

Valve Box

Point of Beginning
(Parcel 2)
Set ½" Rebar & Cap
"LB 7623"

SW Corner of
O.R.B. 6279, Page 5858

Southerly Line of O.R.B. 6279, Page 5858

6' Chain Link Fence

S 89°01'29" W 473.70'(C&M)
S 89°48'00" W 473.70'(D)

Southerly Line of "Store No. 3805"
O.R.B. 5673, Pages 1363-1374

6' Chain Link Fence

Point of Beginning
(Parcel 3)
Fnd. ½" Rebar & Cap
"LB 3504"
The W R/W Line of H.M. Bowness Road
(Today Known as Maguire Road)

1.1'S
1.1'E
0.3'E
3.1'E
2.0'E
1.9'N
6.6'N
0.2'N
0.7'N
2.2N
0.4'N
4.0'N
1.2'N
0.8'S
1.0'W
0.9'W
0.7'W
0.6'W
0.5'N

N 89°01'29" E 300.52'(C&M)
N 89°48'00" E 300.52'(D)

S 89°01'29" W 300.52'(C&M)
S 89°48'00" W 300.52'(D)
Parallel to and 250' Southerly of the S R/W Line of Franklin Street

Set ½" Rebar & Cap
"LB 7623"

Roofed Area

One Story
Building #51
FFE: 122.83'

Concrete Patio

4' Concrete Sidewalk

Proposed Utility Easement

6' Chain Link Fence

Curb Inlet
Top: 120.21'
N Inv.: 116.36'
S Inv.: 116.36'

Concrete Apron

2' Curb & Gutter

Gravel Driveway

Gate

Concrete Apron

Concrete Flume

Owner: Ocoee Business Park LLC

Parcel ID#
18-22-28-0000-00-085
(PARCEL "3")
(O.R.B. 7778, Pages 588-593)

Easterly line of portion of "PARCEL 3"
O.R.B. 7778, Pages 588-593

S 00°55'38" E 323.45'(C&M)
S 00°09'07" E 323.46'(D)

Parcel ID#
18-22-28-0000-00-082
(Parcel 2)

Parcel "A"
-Area-
158,578.36± Sq. Ft.
3.64± Acres

N 00°54'15" W 301.96'(C&M)
N 00°07'44" W 301.96'(D)

S 00°54'15" E 301.96'(C&M)
S 00°07'44" E 301.96'(D)

Parcel ID#
18-22-28-0000-00-096
(Parcel 3)

6' Chain Link Fence

Gravel Driveway

Proposed Utility Easement

Westerly Right-of-Way Line of Maguire Road

N 00°46'31" W 346.71'(C&M)

L3

Item #8
15' Drainage & Utility Easement
O.R.B. 2850, Page 90
O.R.B. 2868, Page 513
O.R.B. 11010, Page 3657

Set ½" Rebar & Cap
"LB 7623"
The N R/W Line of Tavares & Gulf Railroad
(Today Known as CSX Transportation INC Railroad)

S 88°09'31" E 173.18'(C&M)
S 87°23'00" E 173.00'(D)

Northerly Right-of-Way Line of CSX Transportation Railroad

S 88°09'31" E 79.60'(C&M)
S 87°23'00" E 79.60'(D)

S 88°09'31" E 473.33'(C&M)

N 78°49'29" E 224.00'(C)
N 79°36'00" E 224.00'(D)
N 78°49'08" E 224.01'(M)

N 78°49'29" W 224.00'(C)
S 79°36'00" W 224.00'(D)
N 78°49'08" E 224.01'(M)

S 88°09'31" E 220.55'(C&M)
S 87°23'00" E 220.92'(D)

Point of Beginning
(Parcel 1)
Fnd. ½" Rebar & Cap
"Illegible"

L1

Parcel ID#
18-22-28-0000-00-028
(Parcel 1)

Curb Inlet
Top: 119.40'
N Inv.: 115.00'
S Inv.: 115.70'
E Inv.: 115.05'

16" Pipe

Drop Inlet
Top: 117.40'
W Inv.: 114.85'
E Inv.: 114.65'

Set ½" Rebar & Cap
"LB 7623"
The W R/W Line of H.M. Bowness Road
(Today Known as Maguire Road)

Railroad Tracks

(Variable Width Right-of-Way)

CSX Transportation Railroad

Owner: CSX Transportation INC

Parcel ID#
19-20-27-0000-00-018

18" Corrugated Metal Pipe

(Variable Width Right-of-Way)
Maguire Road
(Asphalt Road)

Edge of Asphalt

S 00°24'43" E 2147.89'(C)

Lift Station

The SE Corner of the SW ¼ of Section 18-22-28
Corner NOT Recovered
CCR #101764

Legal Description: Parcel "A"

Commencing at the Northeast corner of the Southwest 1/4 of Section 18, Township 22 South, Range 28 East, as recorded in Certified Corner Record #066271, Orange County, Florida, thence with the Easterly line of the Southwest 1/4 of said Section 18, South 00°24'43" East, 598.31 feet, to the Southerly Right-of-Way line of Franklin Street; thence departing the Easterly line of the Southwest 1/4 of said Section 18, and with the Southerly Right-of-Way line of said Franklin Street, South 89°01'29" West, 25.26 feet, to the Westerly Right-of-Way Line of Macguire Road; thence with the Westerly Right-of-Way Line of said Macguire Road, South 0°46'31" East, 220.00 feet, to a Set 1/2" Rebar & Cap "LB 7623" at the Southeast corner of the lands described as "Store No. 3805" as described in Official Records Book 5673, Pages 1363 through 1374, of the Public Records of Orange County, Florida, being the Point of Beginning.

Thence departing the Westerly Right-of-Way Line of said Macguire Road, and with the Southerly line of said lands described as "Store No. 3805", and the Southerly line of the lands described in Official Records Book 6279, Page 5858, of the Public Records of Orange County, Florida, South 89°01'29" West, 473.70 feet, to a Set 1/2" Rebar & Cap "LB 7623" at the Southwest corner of said lands described in Official Records Book 6279, Page 5858, being on the Easterly line of that portion of "PARCEL 3" as described in Official Records Book 7778, Pages 588 through 593, of the Public Records of Orange County, Florida; thence departing the Southerly line of said lands described in Official Records Book 6279, Page 5858, and with the Easterly line of said portion of "PARCEL 3" as described in Official Records Book 7778, Pages 588 through 593, South 00°55'38" East, 323.45 feet, to a Set 1/2" Rebar & Cap "LB 7623" at the Northerly Right-of-Way line of the CSX Transportation Railroad; thence departing the Easterly line of said portion of "PARCEL 3" as described in Official Records Book 7778, Pages 588 through 593, and with the Northerly Right-of-Way line of said CSX Transportation Railroad, South 88°09'31" East, 473.33 feet, to a Set 1/2" Rebar & Cap "LB 7623" at the Westerly Right-of-Way Line of said Macguire Road; thence departing the Northerly Right-of-Way line of said CSX Transportation Railroad, and with the Westerly Right-of-Way Line of said Macguire Road, North 00°46'31" West, 346.71 feet, to the Point of Beginning.

Containing 158,578.36 Square Feet or 3.64 Acres, more or less.

-Site Benchmark Information-

#1
Set Nail & Disk "LB #7623" in Curb Inlet
Elevation: 120.10'

#2
Set Nail & Disk "LB #7623" in Curb Inlet
Elevation: 119.39'

-Benchmark Information-

Orange County Benchmark
Designation: C1051014
Elevation: 119.3377.
(Elevations are based upon NAVD 88 Datum)

Bearings are based on State Plane
Coordinates Florida East Zone 0901 - NAD '83

N
W E
S

Graphic Scale
0' 15' 30' 60'
Scale: 1"=30'

L1
N 00°46'31" W 50.51'(C)
N 00°46'31" W 50.53'(M)
North to P.O.B.(D)

L2
N 00°46'31" W 30.00'(C&M)
North 30.00'(D)

L3
N 00°46'31" W 266.20'(C)
N 00°46'31" W 266.18'(M)
North 266.20'(D)

ALTA/NSPS CERTIFICATION

Certified to: LUIS ORTIZ, MALAK LLC, 51 MAGUIRE RD LLC; ANDREW I. REIFF PA; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; SOUTHSTATE BANK, N.A.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 8, 9, 11(b), 13, 16, and 18 of Table A thereof.

The fieldwork was completed on 06/05/2024.

Date of Plat or Map: 06/10/2024.

Patrick K. Ireland, PSM 6637

Gross Land Area:	158,578.36 Square Feet or 3.640 Acres more or less
Setback Requirements:	Front: 35' Side: 10'/20' Rear: 10'
Zoning:	I-1
Square footage of Buildings:	2,494 Square Feet more or less
Parking Space Size:	(Standard) 00 Parking Stripes found at time of Survey (Handicap) 00 Parking Stripes found at time of Survey

In the process of conducting the fieldwork, no of earth moving work, building construction or building additions within recent months were observed.
In the process of conducting the fieldwork, no evidence of recent street or sidewalk construction or repairs were observed.
In the process of conducting the fieldwork, no evidence of site use as a solid waste dump, sump or sanitary landfill were observed.
In the process of conducting the fieldwork, no evidence of cemeteries and/or burial grounds were observed.
In the process of conducting the fieldwork, no evidence of any water features were observed.
In the process of conducting the fieldwork, no evidence of wetland delineation markers were observed.
Vehicular Access to Subject Property is provided by: Maguire Road

Revisions
Updated Survey - 02/24/25 - AWW
Parent Tract - 12/12/24 - BMJ
Utilities - 12/02/24 - BMJ
Topography & Trees - 08/09/24 - JW
Labels - 06/11/24 - BMJ

Field Date: 06/05/24 | Date Completed: 06/10/24
Drawn By: DJC | File Number: IS-131252

-Legend-

C	- Calculated	PC	- Point of Curvature
℄	- Centerline	Pg.	- Page
CB	- Concrete Block	Pt	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement		
F.E.M.A.	- Federal Emergency Management Agency	PT	- Point of Tangency
		R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set	- Set ½" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Rebar	
N.R.	- Non-Radial	Typ.	- Typical
ORB	- Official Records Book	UE	- Utility Easement
P	- Plat	WM	- Water Meter
P.B.	- Plat Book		- Delta (Central Angle)
— —	- Wood Fence	—O—	- Chain Link Fence

-Notes-

>Survey is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified.
>Flood Zone Determination Shown Heron is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other information NEITHER known by NOR given to this Surveying Company at the time of this Endeavor. Ireland & Associates Surveying Inc. and the signing surveyor assume NO Liability for the Accuracy of this Determination.

Ireland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366
Fax-407.320.8165

48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770 or 811
IT'S THE LAW IN FLORIDA
FLORIDA LAW REQUIRES EXCAVATORS TO NOTIFY OWNERS OF UNDERGROUND FACILITIES NO LESS THAN TWO (2) DAYS PRIOR TO EXCAVATION

REVISIONS:
#1 6/24/25 CITY COMMENTS
#2 9/08/25 CITY COMMENTS
#3 12/02/25 CITY COMMENTS

STEPHEN G. PATEGAS, RLA, ASLA
Landscape Architect - LC26000315
KRISTIN G. PATEGAS, APLD, FCLD
Landscape Designer
407.622-4886 fax 407.622-4887
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WINTER PARK, FL 32789
gardens@hortusoasis.com
www.hortusoasis.com

HORTUS Oasis

PROPERTY LINE 473'-8"
PROPERTY LINE 323'-8"
PROPERTY LINE 473'-8"
N 89°01'29" E 300.52' (C&M)
S 89°01'29" W 300.52' (C&M)
BUILDING 1 22,500 SF
BUILDING 2 11,250 SF
BUILDING 3 9,000 SF
OUT DOOR PLAZA 1,000 SF
2'-0" MULCH STRIP (TYP.)
MONUMENT SIGNS (TYP.)
MAGUIRE ROAD
Parcel ID#: 29-24-28-0000-00-006
CSX Transportation Railroad
(Variable Width Right-of-Way)

PLANT SYMBOLS

TREES

IV
LJT
QV
TD
UA
TREE TO BE REMOVED

SHRUBS

MYFR

GROUNDCOVERS

MCA
SBA
PNO

N

GRAPHIC SCALE
0 10 20 30
(IN FEET)
1 inch = 20ft.

Landscape Plan
MAGUIRE PLAZA
51 Maguire Road, Ocoee, FL
Ocoee, Florida

DESIGN	DRAFT	CHECK
SP	JR	SP

PROJECT #: 224-058
DATE: 02/14/2025
SCALE: 1:20
SHEET: L-1
TOTAL: L-1 of L-4

03

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LANDSCAPE LEGEND - HO#224-058 Maguire Plaza 2025-01-21, 2025-06-20, 2025-09-08, 2025-12-02

QTY	CODE	BOTANICAL/COMMON NAME	SPECIFICATIONS
15	IV	Ilex vomitoria Yaupon holly	6-8 x 3-4', min. 3/4" c ea. tr, 2.25"c cumulative, 3 tr min, female
15	LJT	Ligustrum japonicum tree Ligustrum tree	8-10' x 8-10', min. 1"c ea. tr, 3"c cumulative, 3 tr min, hvy cnpy, spec
338	MCA	Muhlenbergia capillaris Muhly grass	full, 1g, 36"oc
254	MYFR	Myrcianthes fragrans Simpson's stopper	full, 30" ht, 36"oc
17	QV	Quercus virginiana Live oak	minimum 2" dbh
90	SBA	Spartina bakeri Sand cord grass	full, 1g, 5'oc
13	TD	Taxodium distichum Bald cypress	minimum 2" dbh
14	UA	Ulmus alata Winged elm	minimum 2" dbh
TBD	PNO	Paspalum notatum 'Argentine' Argentine Bahia grass Pine bark mulch	whole, solid pieces, as required in disturbed areas and to elevation 117 in the stormwater pond ½"-1 ½" size at 3" depth and as noted

- Per City of Ocoee code, shade tree calipers are to be measured at dbh (diameter at breast height, 54" ht above the soil line)
- 100% of plantings with the exception of LJT and PNO sod are native
- All plantings are low water use
- PNO sod is unirrigated

GARDEN ELEMENTS/ORNAMENTATION LEGEND

QTY	ITEM	SPECIFICATIONS
1	Trash receptacle	Barco SuperSaver 32-gallon, black, dome lid, with inground mount kit, on outdoor plaza
4	Recycled plastic bench	Barco Silhouette,4' length, cedar color, mounted to outdoor plaza
1	Bicycle rack	Uline H-2540BL, 48" long x 36" wide, black, on outdoor plaza

LANDSCAPE NOTES

1. Landscape contractor (LC) shall be responsible for all materials and work called for on the landscape plans and in the landscape notes and legend. Plant specifications are minimum acceptable sizes. Under sizing/substitution of plants and /or shortages in quantity are contract breaches. Plans shall rule if there are any quantity discrepancies between the legend and plans. Final quantity takeoffs are the responsibility of the LC. Notify the Landscape Architect of any discrepancies.
2. Refer to construction details for planting, staking, and/or guying instructions.
3. LC shall have a full size, to scale printed plan and the appropriate scale on site at all times.
4. All trees and palms shall be placed in planting beds where possible to eliminate narrow strips of sod.
5. LC shall comply with all local codes and ordinances and obtain all permits and bonds necessary to construct the project.
6. LC shall coordinate their work with other contractors to assure efficient and timely completion of the work.
7. LC shall be responsible for supplying all materials, labor, and equipment for the performance of their portion of the work.
8. LC shall verify all existing grades, dimensions, suitable drainage, and soil for plantings specified, proposed and existing underground utilities, and field conditions and notify owner of discrepancies or problems before proceeding with work. Per FL Statutes, call Sunshine State One (811) 72 hours prior to digging to have all utilities located.
9. The LC shall be familiar with and accept the existing site conditions prior to initiation of the work.
10. The LC shall protect existing utilities, structures, surfaces, and vegetation noted to be saved and be responsible for repair/replacement at no cost to the Owner.
11. Round-Up or equal shall be applied twice with the second application after a ten-day interval onto all existing vegetation not noted to be saved in areas that are to be replanted. Overspray shall not drift onto existing plant material to be saved. Mfr's recommendations shall be followed. Remaining plants and their roots shall be removed by hand prior to installation of plants. Resprouting weeds and plants are the responsibility of the LC through the appropriate warranty periods.
12. Invasive plants onsite shall be removed. Reference the latest Florida Invasive Species Council (FISC) (formerly FLEPPC) list at https://newfleppc.bugwoodcloud.org/plantlist2019.cfm.

All plant materials shall be graded Florida No. 1 or better as outlined under current Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted. All plants not listed shall conform to a Florida No. 1 or better as to: (1) health and vigor, (2) condition of foliage, (3) root system, (4) 85% free of pests or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species. LC to obtain written certification from nurseries that plant materials are Florida No. 1 or better. All plants are subject to verification of species. Per City of Ocoee code tree calipers are to be measured at dbh (diameter at breast height, 54" ht above the soil line). All specifications shall be met or exceeded unless otherwise noted. Trees shall not be larger in size or caliper compared to the root ball per Grades and Standards for Nursery Plants. All root balls and containers shall be free of living weeds and their roots. All Grades and Standards for Nursery Plants shall be followed.

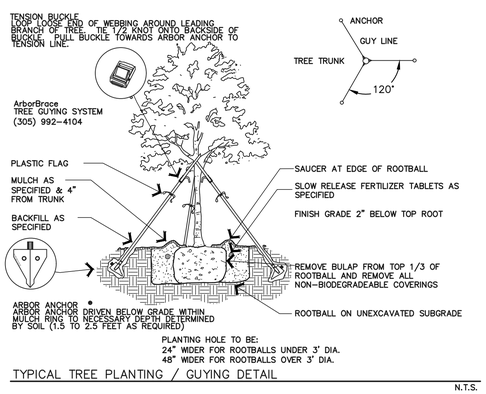
2. Planting soil of Fla. peat mixed one-half with clean topsoil for the backfilling of plant pits and beds shall be required only if existing soil is unsuitable for planting and/or contains construction debris which shall be removed.
3. Trees and palms shall be installed so their top main root at the trunk is visible and 2" above finished grade. If root is buried, remove soil from the top of the rootball prior to installation. Rootballs shall be free of circling roots. Do not apply the 1 ½" of mulch to the top of the rootball until after inspection of each tree or palm.
4. Landscape Architect is not responsible for adverse soil or drainage conditions, determining sub-surface soil conditions, underground objects/utilities, or the accuracy of property lines or information portrayed on surveys or on documents or plans provided by others. Owner or their agent is solely responsible for future maintenance of all plantings to maintain safe visibility within all visibility sight triangles and vehicular use and pedestrian areas within and immediately adjacent to the site.
5. Any FDOT visibility sight lines are provided by the civil engineer.
6. Some plants in the legend or existing on site may have irritating or toxic parts that may be hazardous to the health of humans or animals.
7. Existing trees/palms onsite or in the area may be in a hazardous condition and should be inspected for hazardous conditions by a consulting certified arborist at least once a year and after every weather event.
8. Finished grade prior to mulching or sodding to be 3" below top of adjacent surfaces such as walks, curbs and driveways extending perpendicularly from the surface edge for a minimum distance of 18" (see detail). Soil excavated during planting to be removed from the site. Do NOT raise soil levels!
9. All trees, shrubs, and groundcovers shall be fertilized with Agriform 20-10-5 or SierraTabs 16-8-12 planting tablets. One tablet/ 1 gal, 2 tablets/ 3 gal, 3 tablets/ 5 or 7 gal, 4 tablets/ 10 gal and one tablet/ each 1/2" of tree trunk diameter. Palms/cycads to receive palm fertilizer. Application shall be as per local ordinance, the details, and mfr's recommendation. Four-inch containers and smaller to receive one teaspoon Osmocote 16-6-12 Custombland for Florida in each hole.
10. All planting beds (except for annuals) and trees to receive pine bark mulch. Due to environmental concerns, cypress mulch shall NOT be used. All tree rootballs (which require 4-foot-wide mulch rings in turf areas) shall be mulched to a maximum 1 ½" depth (to aid water penetration) following inspection. All other planting beds to receive a 3" depth. Mulch shall not touch trunks or stems or be applied within the crowns of groundcovers/shrubs or over their branches or foliage. Mulch is to be applied by hand and shall not be "blown in."
11. LC to maintain all plant material in a plumb, upright, and stable condition. Stake/guy all trees/palms per planting details.
12. LC shall remove all bags (unless biodegradable), tags, ties, wires, ropes, stakes, and nursery attachments from all plant material. Wire baskets shall be removed from the top third of the root ball.
13. LC shall be responsible to keep plant material in a healthy, watered, insect/pest free condition until owner's final acceptance.
14. LC shall provide a one-year warranty for trees/palms, ninety days for shrubs, groundcovers, and vines and thirty days for sod. Warranty period shall start with final acceptance by owner. All plant material shall be alive and in satisfactory growth at the end of the warranty period. Replacement plant material shall be warranted for ninety days (sod for thirty days) from replacement date.
15. Warranty shall apply only to material that dies due to poor quality, improper handling, or installation practices. Generally, material transplanted on-site shall not be warranted. Adverse weather conditions shall not apply. Proper watering and maintenance are the owner's responsibility during the warranty period.
16. DO NOT SUBSTITUTE! Contact Landscape Architect/Designer if there is difficulty obtaining specified plant materials.
17. To confirm completion of the installation, images of the site may be required just prior to any site inspection.
18. Hedges shall be maintained at a 4' height.
19. Provide 100% coverage of all landscape areas using automatic irrigation system with rain sensor and separate zones for turf. Provide low volume emitters on a separate zone and program to all containers.
20. Provide irrigation sleeves to all planter areas and containers within/on paver, stone, or concrete areas. Above ground piping/risers/backflow to be painted flat black.
21. IF THIS SITE HAS POORLY DRAINING SOILS, prior to delivery of plant material to the site perform percolation tests and check for proper drainage in all planting areas. Correct drainage problems prior to any plant material installation. This may include augering, French draining or under-draining. If soils are not well draining, plant so top main root at trunk of trees is 6" above finished grade. Install shrubs and groundcovers with tops of root balls 2" above grade. Fill against sides of exposed rootballs. Crown landscape areas so water drains to edges but follow detail for grades at pavement edges, so mulch does not wash away. Since curbing prevents drainage of water from planting areas, the curbs may be perforated with six-inch deep saw cuts a minimum of every six feet apart to facilitate drainage.

CITY OF OCOEE LANDSCAPE NOTES

1. Due to required grade changes all existing trees are to be removed. 44 shade trees are proposed.
2. Street trees: no trees are provided due to existing overhead electric lines and existing underground utilities

CITY OF OCOEE REQUIRED NOTES

1. No trees or shrubs shall be placed on top of or in close proximity to public utilities that will impact utilities at maturity. Tree root guard/barrier (min 48") to be installed for trees located within 10' of public sidewalk

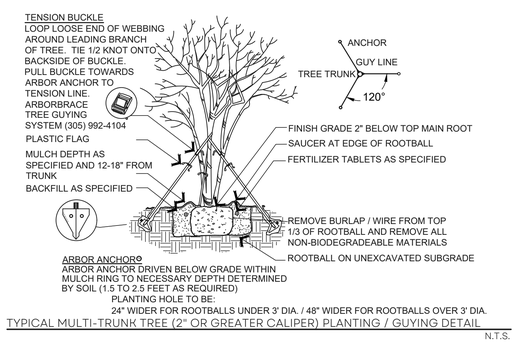


TYPICAL TREE PLANTING / GUYING DETAIL

N.T.S.

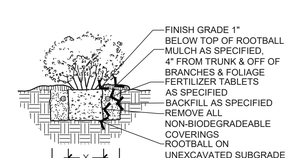
ABBREVIATION LEGEND

b&b	balled & burlapped
bt	boots
bpp	bibbs per pot
c	caliper
cnp	canopy
coll	collected
cont	container
ct	clear trunk
cy	cubic yards
dia	diameter
exstg	existing
fg	field grown
ftg	full to ground
g	gallon
ht	height
hvy	heavy
lf	linear feet
lvs	leaves
mt	multi-trunk
oa	overall
oc	on center
sf	square feet
spd	spread
spec	specimen
sst	single straight trunk
st	single trunk
stk	staked in pot
stm	stems
trl	trellis
tr	trunks
trans	transplant
typ	typical



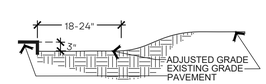
TYPICAL MULTI-TRUNK TREE (2" OR GREATER CALIPER) PLANTING / GUYING DETAIL

N.T.S.



TYPICAL SHRUB/GROUNDCOVER PLANTING DETAIL

N.T.S.



GRADES ADJACENT TO PAVEMENT DETAIL

N.T.S.

UB 36-2/UB 48-2 Specifications
36" and 48" DeepRoot® Tree Root Barrier

Specified tree root barrier is a mechanical barrier and root deflector used to prevent tree roots from damaging hardscapes and landscapes. Assembled in 24" (609 mm) long modules to create varying lengths for linear applications, or perimeter surround applications at minimum 8' (2.43cm) diameter.

A. Materials

1. The contractor shall furnish and install tree root barrier as specified. The root barrier shall be either product #UB 36-2 or UB 48-2 as manufactured by DeepRoot® Green Infrastructure, LLC, 530 Washington Street, San Francisco, CA, www.deeproot.com (800.458.7668).

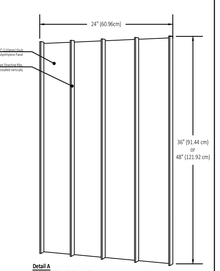
2. Root barrier shall be recyclable, black, extruded panels with 0.80" (2.03 mm) wall thickness in modules 24" (609 mm) long and either 36" (910 mm) or 48" (1220 mm) deep.

3. Root barrier shall be manufactured with 100% reprocessed homopolymer polyethylene with added ultraviolet inhibitors.

4. Root barrier shall be comprised of 24" (609 mm) modules. Each panel shall have no less than four (4) Molded Integral Vertical Root Directing Ribs of a minimum 0.080" (2.03 mm) thickness, protruding 1/2" (12.7 mm) at 90° from interior of the barrier panel, spaced 6" (152.4 mm) apart. (See Detail A)

5. Root barrier shall have an integrated joining System for assembly by sliding one panel into another.

Material and Thickness	Homopolymer Polyethylene 0.080 inch Extruded	
Properties	Typical Value	ASTM Test Method
Tensile stress @ yield	3800 PSI	D638
Elongation @ break %	10%	D638
Tensile Modulus	155,000 PSI	D638
Notched Izod Impact	0.4 - 4.0	D256A
Flexual Modulus Tl 2 PSI	145,000	D790
Hardness Shore	R66	D2240



Detail A
TREE ROOT BARRIER PANEL

DeepRoot Liquid Water 01-09-14.ai

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REVISIONS:

#1	6/24/25	CITY COMMENTS
#2	9/08/25	CITY COMMENTS
#3	12/02/25	CITY COMMENTS

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Landscape Architect - LC2600315
KRISTIN G. PATEGAS, APLD, FCLD
Landscape Designer
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WINTER PARK, FL 32789
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Legend Notes and Details
MAGUIRE PLAZA
51 Maguire Road, Ocoee, FL
Ocoee, Florida

DESIGN	DRAFT	CHECK
SP	JR	SP

PROJECT #: 224-058
DATE: 02/14/2025
SCALE: SEE DETAIL
03
SHEET: L-2
TOTAL: L-2 of L-4

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REVISIONS:
#1 12/02/2025 CITY COMMENTS

PROPERTY LINE
473'-8"

PROPERTY LINE
323'-8"

PROPERTY LINE
346'-8"

PROPERTY LINE
473'-1"

MAGUIRE ROAD

BUILDING 3
9,000 SF

BUILDING 1
22,500 SF

BUILDING 2
11,250 SF

OUT DOOR PLAZA
1,000 SF

MONUMENT SIGNS (TYP.)

CONTROLLER C

1" POTABLE IRRIGATION METER AND BACKFLOW PREVENTER P

THE METER AND BACKFLOW ASSEMBLY SHALL BE INSTALLED NEXT TO EACH OTHER AND WITHIN THE UTILITY EASEMENT. REFER TO THE UTILITY PLAN AND CITY DETAIL UT209A. 1

P-1 240 LF SAN 8 PVC @ 0.40%
P-2 315 LF SAN 8 PVC @ 0.40%
P-3 72 LF SAN 8 PVC @ 0.35%
P-4 73 LF SAN 8 PVC @ 0.40%
P-5 LF SAN 8 PVC @ 0.40%

2" SLEEVE
3" & 2" SLEEVES
1"
3/4"

ZONE 1 PLANT 18 M
ZONE 2 PLANT 20 M
ZONE 3 Tree 12 M
ZONE 4 PLANT 16 M
ZONE 5 PLANT 22 M
ZONE 6 PLANT 13 M
ZONE 7 Tree 7 M
ZONE 8 Tree 2 M
ZONE 9 PLANT 23 M

GRAPHIC SCALE
0 10 20 30
(IN FEET)
1 inch = 20ft.

HORTUS OASIS
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Irrigation Plan
MAGUIRE PLAZA
51 Maguire Road, Ocoee, FL
Ocoee, Florida

DESIGN	DRAFT	CHECK
LWS	LWS	SP

PROJECT #: 224-058
DATE: 09/15/2025
SCALE: 1:20
SHEET: L-3
TOTAL: L-3 of L-4

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IRRIGATION SPADE DESIGN

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EXCAVATORS TO NOTIFY
OWNERS OF UNDERGROUND
FACILITIES NO LESS THAN TWO
(2) DAYS PRIOR TO EXCAVATION

811

GENERAL NOTES

1) INSTALL ALL DRIP TUBING AT GROUND LEVEL AFTER PLANT INSTALLATION. INSTALL NETAFIM TLS6 U SHAPED WIRE STABILIZERS A MIN. OF 4' O.C. TO HOLD THE LINES IN PLACE.

2) KEEP ALL DRIP LINE CLEAN AT ALL TIMES BEFORE THE FINAL CONNECTION. ALL TUBE ENDS SHALL BE INTERCONNECTED TO ALL OTHER DRIP TUBES. DO NOT DEAD END TUBING. SINGLE ROWS SHALL HAVE A END CAP AND NOT BENT OVER OR TAPED.

3) AVOID SHARP BENDS IN THE TUBING. DO NOT BEND THE TUBING WITH LESS THEN A 12" RADIUS. THERE SHALL NOT BE ANY KINKS IN THE TUBING.

4) ALL DRIP TUBING SHALL HAVE UNIFORM SPACING AND BURIAL DEPTH. THE PLAN DOES NOT ALWAYS REFLECT THE EXACT SPACING OR LAYOUT OF THE TUBING. LAYOUT THE TUBING DOWN THE LONGEST WIDTH WHEN POSSIBLE. ADAPT THE TUBING TO CURVED BEDS OR PLANTERS AS REQUIRED. ADJUST AND ADAPT THE TUBING FOR ALL TREES. REFER TO THE TREE DRIP RING DETAIL.

5) INSTALL DRIP TUBING TO ALL AREAS THAT SHALL RECEIVE PLANT MATERIAL.
SEE THE LANDSCAPE PLAN FOR THE EXACT LOCATIONS. THERE SHALL BE A MINIMUM OF TWO ROWS OF TUBING ON A SINGLE ROW OF PLANTS.

6) SPACE TUBING AS NOTED ON THE PLAN. DO NOT SNAKE TUBING BACK AND FORTH EXCEPT WHERE SHOWN ON THE PLAN. ALWAYS INSTALL A HEADER PIPE UNLESS THE TOTAL GALLONAGE OF AN AREA IS 3 GPM OR LESS.

7) REFER TO THE MANUFACTURERS DRIP INSTALLATION MANUAL FOR INSTALLATION INSTRUCTIONS. ALL FITTINGS SHALL BE THE SAME TYPE AND MANUFACTURER AS THE DRIP TUBING.

8) ALWAYS FLUSH ALL LINES BEFORE FINAL CONNECTION.

9) INSTALL A A "SYSTEM ON" INDICATOR FLAG ON EVERY ZONE WHERE IT IS SEEN FROM THE CONTROL VALVE.

10) ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.

11) ALL CONTROL WIRES SPLICES SHALL BE MADE IN VALVE BOXES USING 3M DBR-Y CONNECTORS AND SEALANT AND ALL WIRE SHALL BE 14 GAUGE, EXCEPT AS DETAILED FOR TWO-WIRE SYSTEMS.

12) ANY PIPING SHOWN OUTSIDE THE PROPERTY LINE OR RUNNING OUTSIDE A LANDSCAPE AREA IS SHOWN THERE FOR CLARITY ONLY. ALL LINES SHALL BE INSTALLED ON THE PROPERTY AND INSIDE THE LANDSCAPE AREAS OR INSIDE A SCH. 40 SLEEVE.

13) THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY THEIR WORK.

14) INSTALL FLUSH VALVES WHERE SHOWN AT THE ENDS OF EACH RUN OF DRIP TUBING AND ONE FOR EVERY 15 GPM OF TUBING.

15) CLEARLY AND NEATLY MARK THE TOP OF EACH VALVE BOX WITH THE TYPE OF EQUIPMENT THAT IT CONTAINS. (I.E. VALVE, FLUSH VALVE, ETC.)

16) THE DRIP ZONE VALVE ASSEMBLY SHALL BE PLACED INSIDE AN ARMOR JUMBO VALVE BOX. THE VALVE SHALL BE INSTALLED AS PER THE DETAIL ON THE PLANS.

17) THE DRIP TUBING SHALL HAVE EMITTERS EVERY 12" AND SHALL BE SPACED 12" APART IN GROUND COVER BEDS AND A MINIMUM OF TWO RUNS FOR EACH ROW OF SHRUBS WHEN THE SHRUBS ARE SPACED FARTHER THAN 2' ON CENTER.

18) REFER TO THE ZONE CONTROL KIT DETAIL FOR FILTER SIZES.

19) THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THEIR WORK WITH THE LANDSCAPE CONTRACTOR.

20) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS. HAND DIG AROUND ANY EXISTING TREES. DO NOT CUT ANY ROOTS OVER 2" IN DIAMETER.

21) THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING SHOWING ALL IRRIGATION INSTALLATION. THE CONTRACTOR SHALL NEATLY MARK IN RED INK ON WHITE BOND PAPER ANY INSTALLATION THAT DEVIATES FROM THE PLAN. THE AS-BUILT DRAWING SHALL ALSO LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES. MEASUREMENTS SHALL BE MARKED ON THE PLAN EVEN WHEN THE EQUIPMENT IS INSTALLED IN THE EXACT LOCATION AS THE PLAN.

22) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP. (OR AS OUTLINED IN THE WRITTEN SPECIFICATIONS)

24) 48 HOURS BEFORE DIGGING, CALL 1-800-432-4770 (SUNSHINE STATE ONE CALL CENTER)

LEGEND

▲	TWO HUNTER AFB ADJUSTABLE FLOOD BUBBLERS PER TREE
◎	HUNTER DRIP BUBBLER TREE RING- REFER TO DRIP BUBBLER DETAIL
◘	HUNTER DRIP ZONE ECO-INDICATOR- REFER TO THE DETAIL
△	HUNTER FLUSH VALVE
	HUNTER TECHLINE CV 17MM DRIP TUBING- 1 GPH EMITTERS EVERY 12", PLACE ROWS 12" APART IN ALL GROUND COVER BEDS. INSTALL A DOUBLE ROW ON ALL HEDGE ROWS. REFER TO ALL NOTES AND DETAILS ON THIS SHEET.
	CLASS 200 PURPLE PVC MAINLINE-1 1/2"
	CLASS 200 PVC LATERAL LINE- SIZE AS SHOWN UNTIL A SMALLER SIZE IS SHOWN. MINIMUM SIZE OF 3/4"
	SCH. 40 SLEEVE (MINIMUM OF 24" DEPTH AND 2 SIZES LARGER THAN THE PIPE SIZE OR AS LABELED ON THE PLAN)
◕	HUNTER ICV ELECTRIC VALVE, SIZE AS SHOWN BELOW. INSTALL VALVE IN A 11"X17" VALVE BOX AND COVER 0-25 GPM=1"
⊕	HUNTER ZONE CONTROL KIT- REFER TO THE DETAIL.
C	CONTROLLER- HUNTER ICC2. WHERE SHOWN ON THE PLAN. INSTALL WITH A HUNTER MINI-CLIK RAIN SENSOR. GROUND AS PER THE DETAILS. SLEEVE TO AS REQUIRED.
P	POINT OF CONNECTION TO A 1" POTABLE WATER METER AND BACKFLOW PREVENTER. REFER TO THE UTILITY PLAN FOR THE EXACT LOCATION AND DETAILS.

CITY OF OCOEE NOTES

THE DEVELOPER/ CONTRACTOR SHALL COORDINATE WITH UTILITIES DEPARTMENT FOR WATER CONSERVATION INSPECTION OF PLUMBING AND IRRIGATION SYSTEM BY CALLING 407-905-3159.

FINAL IRRIGATION PLAN APPROVAL DOES NOT PROVIDE EXEMPTION FROM CITY OF OCOEE CODE OF ORDINANCES CHAPTER 175 LANDSCAPE IRRIGATION REQUIREMENTS. ANY DEVIATIONS MUST BE APPROVED IN WRITING PRIOR TO CONSTRUCTION.

HIGH VOLUME IRRIGATION (SPRAY HEADS) IS USED ON LESS THAN 60% OF THE LANDSCAPE AREA. DRIP TUBING (MICRO-IRRIGATION) AND NON-IRRIGATED AREAS IS USED TO MEET THIS REQUIREMENT.

THIS PROJECT, INCLUDING BOTH HORIZONTAL AND VERTICAL CONSTRUCTION, SHALL INCORPORATE WATERSENSE PLUMBING FIXTURES AND ENGERY STAR APPLIANCES AS REQUIRED BY CHAPTER 175 OF THE CITY OF OCOEE'S CODE OF ORDINANCES.

1

TO AVOID OVERSPRAY, NO AREAS LESS THAN 4' WIDE SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS.

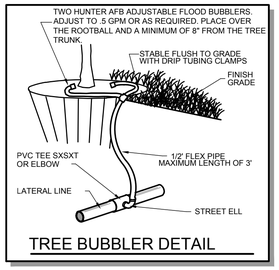
THE METER AND BACKFLOW ASSEMBLY SHALL BE INSTALLED NEXT TO EACH OTHER AND WITHIN THE UTILITY EASEMENT. REFER TO THE UTILITY PLAN AND CITY DETAIL UT209A.

ZONE CHART

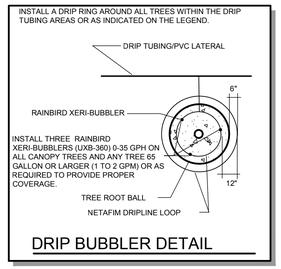
1

ZONE	PLANT (TYPE)	IRRIGATION (TYPE)	WATER (DEMAND)	PRECIP. (RATE)	APPLIC. (IN. PER WEEK REQ.)	GPM (GPM)	MINUTES (PER CYCLE)	TOTAL (GALLONS)
1	PLANT	DRIP	MEDIUM	1.5	1.0	18	20	360
2	PLANT	DRIP	MEDIUM	1.5	1.0	20	20	400
3	TREE	BUBBLER	MEDIUM	1.5	1.0	12	20	240
4	PLANT	DRIP	MEDIUM	1.5	1.0	16	20	320
5	PLANT	DRIP	MEDIUM	1.5	1.0	22	20	440
6	PLANT	DRIP	MEDIUM	1.5	1.0	13	20	260
7	TREE	BUBBLER	MEDIUM	1.5	1.0	7	20	140
8	TREE	BUBBLER	MEDIUM	1.5	1.0	2	20	40
9	PLANT	DRIP	MEDIUM	1.5	1.0	23	20	460
					TOTAL GPM PER RUN CYCLE	133	180	2,660
					TOTAL GPM PER WEEK (PEAK WEEKLY DEMAND)			5,320

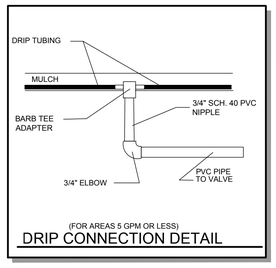
THE RUN TIMES SHOWN FOR THE ZONE IS FOR ONE RUN CYCLE AND WILL PROVIDE HALF THE REQUIRED AMOUNT OF WATER NEEDED PER WEEK. TWO RUN CYCLES PER WEEK ARE REQUIRED TO PROVIDE THE TOTAL WEEKLY REQUIREMENT. ALL RUN TIMES SHALL BE SET TO FOLLOW THE CURRENT WATER MANAGEMENT DISTRICT REGULATIONS AND REDUCED TO ONLY ONE RUN TIME PER WEEK WHEN RESTRICTED BY DAYLIGHT SAVINGS TIME OR WATER RESTRICTIONS. THE ZONE CHART IS PROVIDED AS A GENERAL OUTLINE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE TO SET THE RUN TIMES BASED ON THE SPECIFIC SITE CONDITIONS AND PLANT REQUIREMENTS. THIS SHALL INCLUDE, BUT NOT LIMITED TO, SOIL TYPE, DRAINAGE, SLOPES, SUN EXPOSURE AND THE ESTABLISHMENT PERIOD. THE TOTAL GPM REQUIRED PER YEAR WILL BE LESS THAN THE PEAK DEMAND PER WEEK TIMES 52 WEEKS, BASED ON THE RUN TIMES BEING REDUCED BY SENSORS AND A REDUCED WATER DEMAND IN THE WINTER MONTHS.



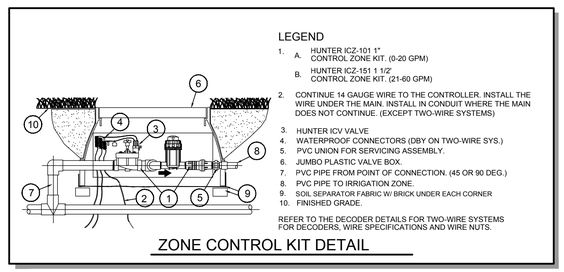
TREE BUBBLER DETAIL



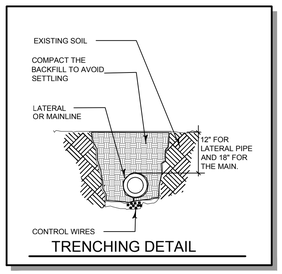
DRIP BUBBLER DETAIL



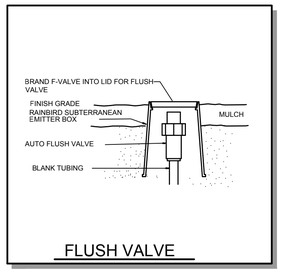
(FOR AREAS 5 GPM OR LESS)
DRIP CONNECTION DETAIL



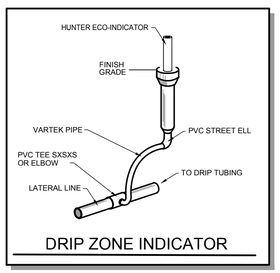
ZONE CONTROL KIT DETAIL



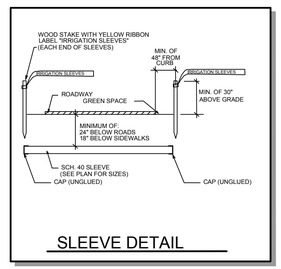
TRENCHING DETAIL



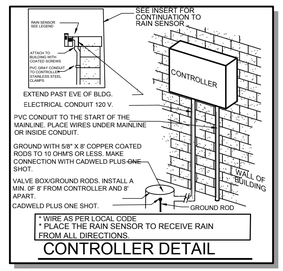
FLUSH VALVE



DRIP ZONE INDICATOR

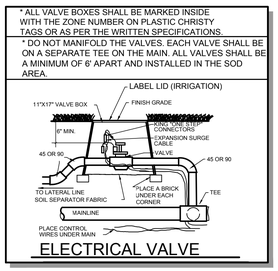


SLEEVE DETAIL



CONTROLLER DETAIL

* ALL VALVE BOXES SHALL BE MARKED INSIDE WITH THE ZONE NUMBER ON PLASTIC CHRISTY TAGS OR AS PER THE WRITTEN SPECIFICATIONS.
* DO NOT MANIFOLD THE VALVES. EACH VALVE SHALL BE ON A SEPARATE TEE ON THE MAIN. ALL VALVES SHALL BE A MINIMUM OF 6' APART AND INSTALLED IN THE SOD AREA.



ELECTRICAL VALVE

REVISIONS:
#1 12/02/2025 CITY COMMENTS

HORTUS OASIS
STEPHEN G. PATEGAS, RLA, ASLA
Landscape Architect C2060035
KRISTIN G. PATEGAS, APLD, FCLD
Landscape Designer
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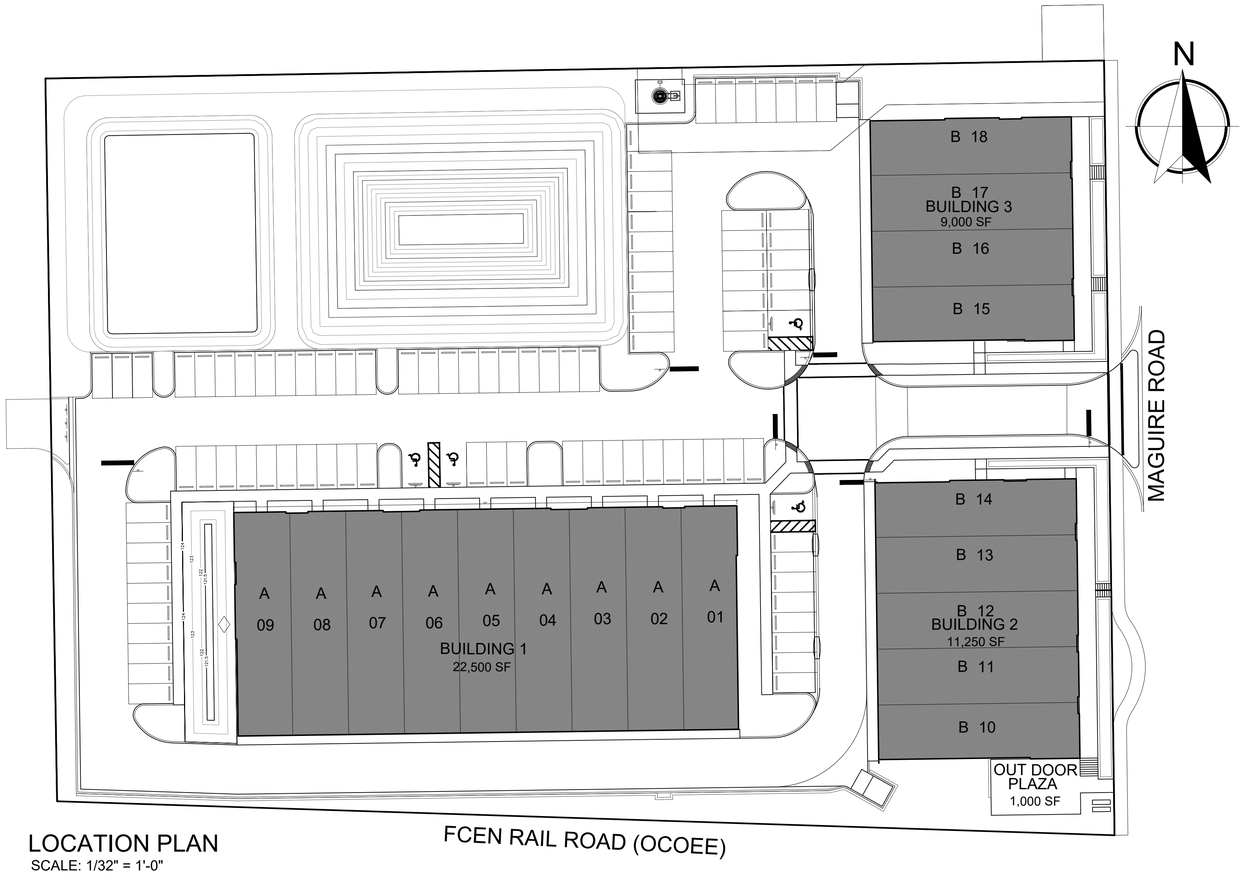
Irrigation Details
MAGUIRE PLAZA
51 Maguire Road, Ocoee, FL
Ocoee, Florida

DESIGN	DRAFT	CHECK
LWS	LWS	SP

PROJECT #: 224-058
DATE: 09/15/2025
SCALE: 1:20
SHEET: L-4
TOTAL: L-4 of L-4

IRRIGATION SPADE DESIGN

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LOCATION PLAN
SCALE: 1/32" = 1'-0"



3D VIEW: GENERAL EAST ELEVATION



3D VIEW: PERSPECTIVE VIEW

MAGUIRE PLAZA

Maguire Rd
Ocoee, Fl 34761

DESIGN PARAMETERS:
Ultimate Design Wind Speed
Vult.....120 VMPH
3 second gust Vasd.....93 VMPH
Risk Category..... I
Wind Exposure.....C

GENERAL PROJECT NOTES

1.The contractor shall be responsable for means, methods , techniques and sequences of constructions, and shall follow all local ,state, and federal safety program regulation
2. All trades to coordinate with each other and fully be informed and aware of the work of each others.
3. The contractor shall be responsible for coordination of all work concerning provisions for and installation of any equipment noted in.
4. Detail are intended to show the intent of the design minor modification
may be required to suit the field dimensions or conditions and such modifications shall be included as part of the work of contract.
5. All subcontractor shall be licensed and insurance as required by law.
6. Construction plans must be designed in accordance with the 2023 Florida Building Code 8th Edition Residential and include the applicable wind criteria ,
7. The information on the drawing os as exact as could be secure, absolute accuracy is not guaranteed , and the gc shall obtain exact locations measurements, levels, etc and shall satisfactorily adapt his work to the actual field conditions.
8. All noted as " by owner " are to be coordinated with owner, and purchased and installed by contractor.
9. The contractor shall be responsable for obtaining permits for their respective scopes of work, prior to construction.
10. Provide termite protection to all new and disturbed existing soil per 2023 florida building code 8th edition sect R318 and other regulation

SHEET INDEX

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A0.01 GENERAL NOTES
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A1.02 FLOOR PLAN BUILDING 2
A1.03 FLOOR PLAN BUILDING 3
A2.01 ELEVATIONS BUILDING 1
A2.02 ELEVATIONS BUILDING 1
A2.03 ELEVATIONS BUILDING 2
A2.04 ELEVATIONS BUILDING 2
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A2.06 ELEVATIONS BUILDING 3
A3.01 SECTIONS BUILDING 1
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A3.03 SECTIONS BUILDING 3
A4.01 ROOF PLAN BUILDING 1
A4.02 ROOF PLAN AND ROOF TRUSSES PLAN BUILDING 2
A4.03 ROOF PLAN AND ROOF TRUSSES PLAN BUILDING 3
A5.01 ROOF TRUSSES PLAN BUILDING 1
D1.01 NOTES
D1.02 FIRE RATED NOTES
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P1.02 PLUMBING PLAN (DRAIN AND WATER) BUILDING 2
P1.02 PLUMBING PLAN (DRAIN AND WATER) BUILDING 2
P2.01 PLUMBING PLAN (WATER) BUILDING 1
S1.01 FOUNDATION PLAN BUILDING 1
S1.02 FOUNDATION PLAN BUILDING 2
S1.02 FOUNDATION PLAN BUILDING 3
S2.01 DETAILS

FLEX WAREHOUSE/OFFICE		
	AREA	UNITS
A BACK UNITS	2 500 SF	09
B FRONT UNITS	2 250 SF	09
OVERALL		18

BACK UNITS (UNITS 1 TO 9)

BUILDING 1 (UNITS 1 TO 9)

DESCRIPTION	AREA PER UNIT
OFFICE	580 SF
WAREHOUSE	1 920 SF
TOTAL 1 UNIT	2 500 SF
TOTAL AREA 9 UNITS	22 500 SF

FRONT UNITS (UNITS 10 TO 18)

BUILDING 2 (UNITS 10 TO 14)

DESCRIPTION	AREA PER UNIT
OFFICE	580 SF
WAREHOUSE	1 670 SF
TOTAL 1 UNIT	2 250 SF
TOTAL 5 UNITS	11 250 SF

BUILDING 3 (UNITS 15 TO 18)

DESCRIPTION	AREA PER UNIT
OFFICE	580 SF
WAREHOUSE	1 670 SF
TOTAL 1 UNIT	2 250 SF
TOTAL 4 UNITS	9 000 SF

TOTAL AREA 18 UNITS	42 750 SF

AREA DESCRIPTION (UNITS 1 TO 18)

DESCRIPTION	AREA PER UNIT
OFFICE	10 440 SF
WAREHOUSE	32 310 SF
TOTAL 18 UNITS	42 750 SF

Construction Area Building 1.....22 500 SF

Construction Area Building 2.....11 250 SF

Construction Area Building 3..... 9 000 SF

Total Construction Area .....42 750 SF

THIS PLANS HAS BEEN DESIGNED IN ACCORDANCE WITH AND MEETS THE REQUIREMENTS OF ALL APPLICABLE FOLLOWING CODES:

2023 FLORIDA BUILDING CODE, 8TH EDITION
2020 NATIONAL ELECTRICAL CODE
2023 FLORIDA MECHANICAL CODE
2023 FLORIDA PLUMBING CODE
2023 FLORIDA ENERGY CODE
2023 FLORIDA ACCESSIBILITY CODE
2023 FLORIDA FIRE PREVENTION CODE

AND ALL APPLICABLE LATEST CODES

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ravamir@hotmail.com
TEL (407) 722-0690

CLIENT

MALAK

PROJECT:
MAGUIRE PLAZA
PROJECT N°.
2024-0013

ADDRESS:
Maguire Rd
Ocoee, Fl 34761

COVER
NOTES

DATE:
07/09/2025

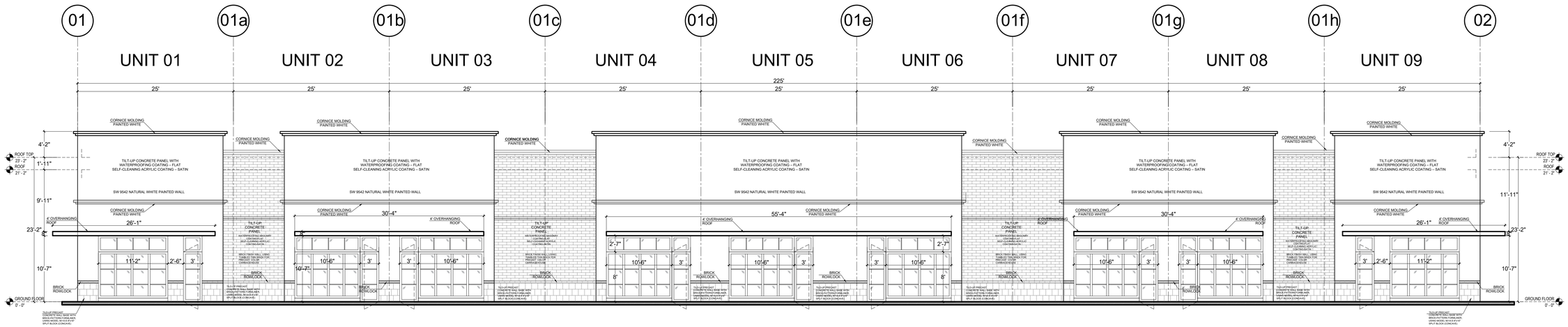
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REVISIONS:

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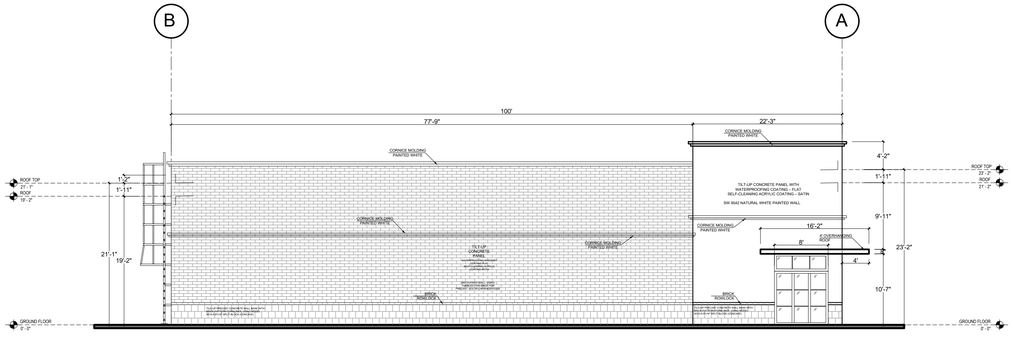
MALAK DESIGN CORP. SERVICES INC. ARCHITECTURE. 51 MAGUIRE RD OCOEE, FL luisortiz@malakcorp.com



NORTH ELEVATION
BUILDING 1
SCALE: 1/8" =1'-0"



3D VIEW: NORTH ELEVATION
BUILDING 1



EAST ELEVATION
BUILDING 1
SCALE: 3/32" =1'-0"



3D VIEW: EAST ELEVATION
BUILDING 1

NOTE:

CEILING HEIGH = 19' 2" - 21' 2"

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CLIENT

MALAK

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MAGUIRE PLAZA

PROJECT N°.
2024-0013

ADDRESS:
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BUILDING 1
ELEVATIONS

DATE:
07/09/2025

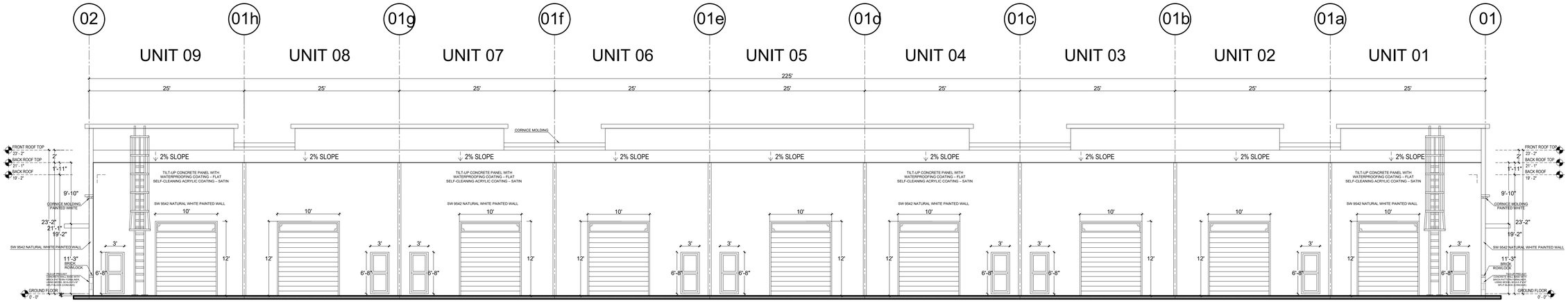
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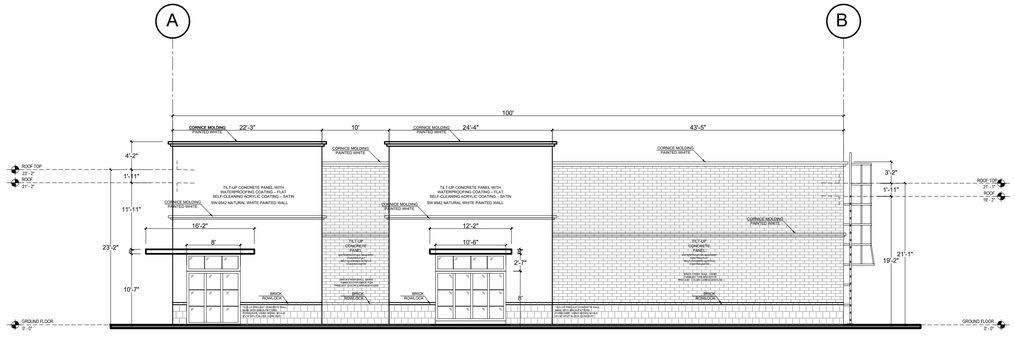
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SOUTH ELEVATION
BUILDING 1
SCALE: 1/8" =1'-0"



3D VIEW: SOUTH ELEVATION
BUILDING 1



WEST ELEVATION
BUILDING 1
SCALE: 3/32" =1'-0"



3D VIEW: WEST ELEVATION
BUILDING 1

NOTE:

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ADDRESS:
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BUILDING 1
ELEVATIONS

DATE:
07/09/2025

DRAW:
F.A.C. D.O.V.

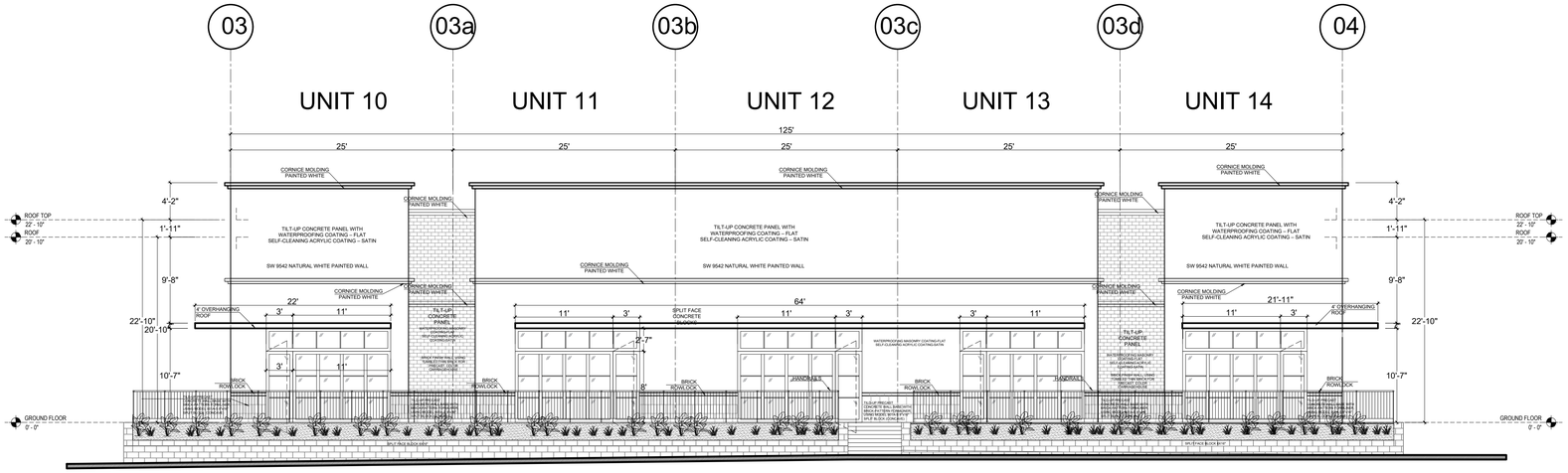
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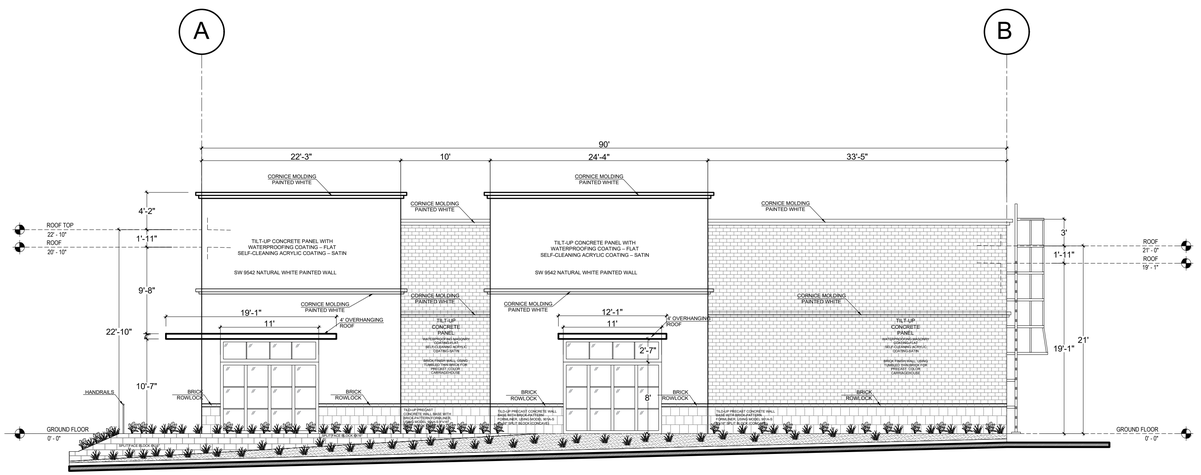
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EAST ELEVATION
BUILDING 2
SCALE: 1/8" =1'-0"



3D VIEW: EAST ELEVATION
BUILDING 2



NORTH ELEVATION
BUILDING 2
SCALE: 1/8" =1'-0"



3D VIEW: NORTH ELEVATION
BUILDING 2

NOTE:

CEILING HEIGH = 19' 1" - 20' 10"

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CLIENT

MALAK

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2024-0013

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BUILDING 2
ELEVATIONS

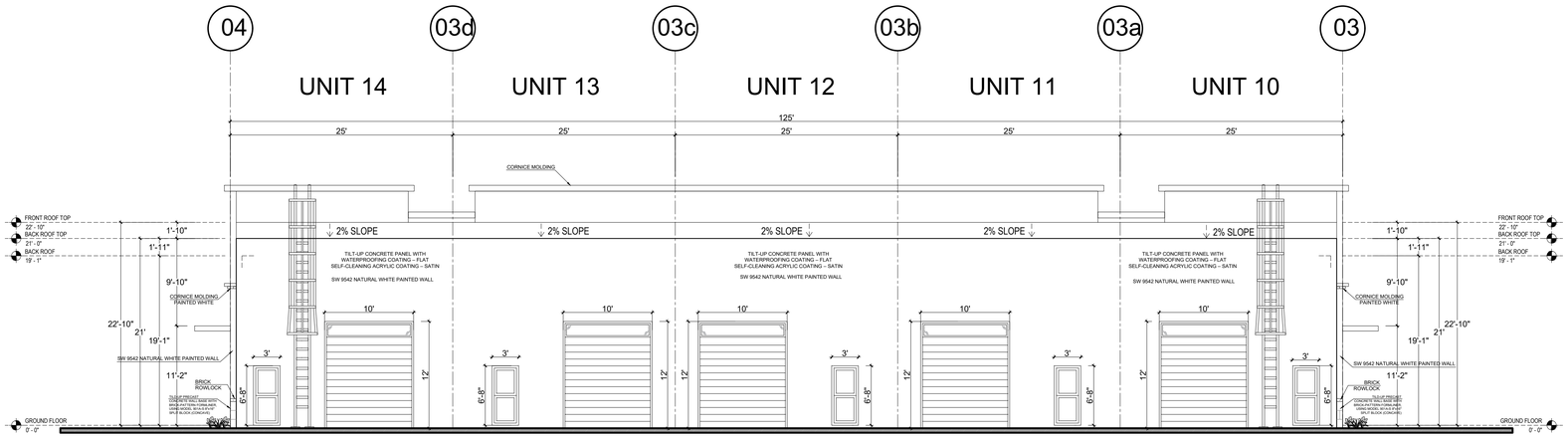
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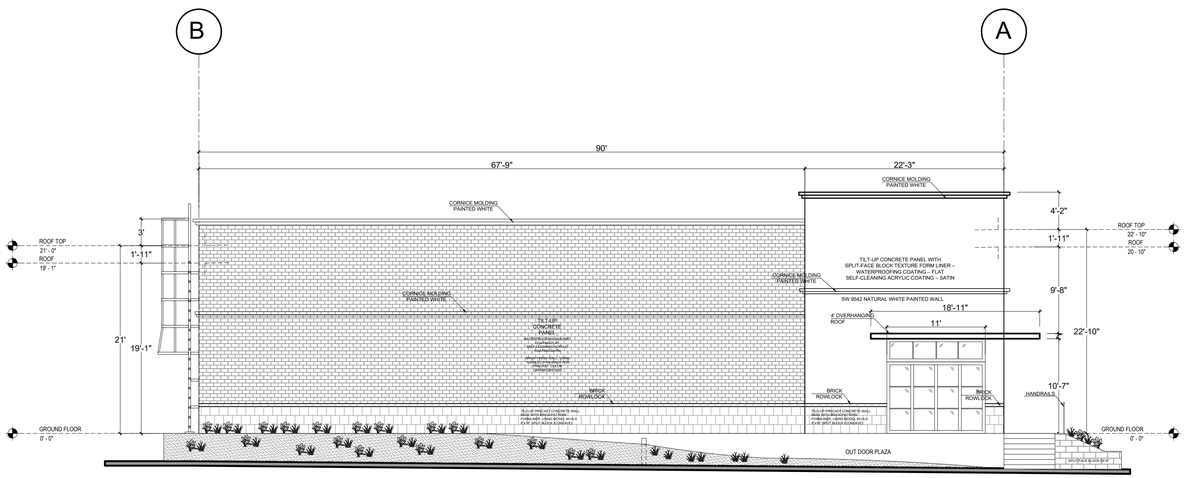
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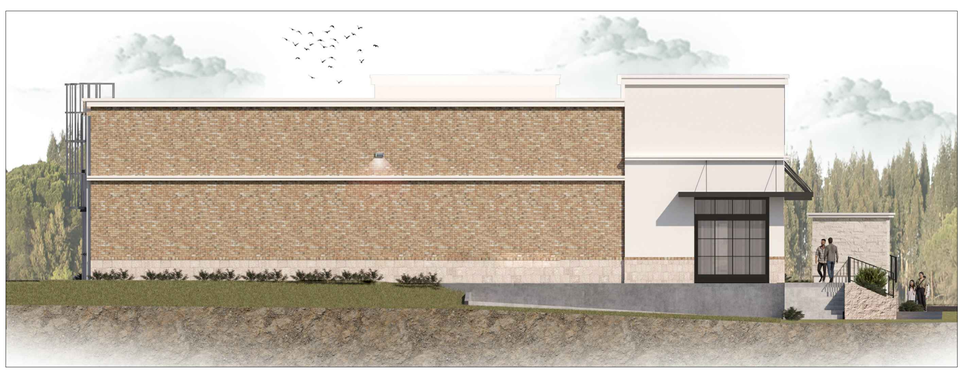
WEST ELEVATION
BUILDING 2
SCALE: 1/8" =1'-0"



3D VIEW: WEST ELEVATION
BUILDING 2



SOUTH ELEVATION
BUILDING 2
SCALE: 1/8" =1'-0"



3D VIEW: SOUTH ELEVATION
BUILDING 2

NOTE:

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BUILDING 2
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DATE:
07/09/2025

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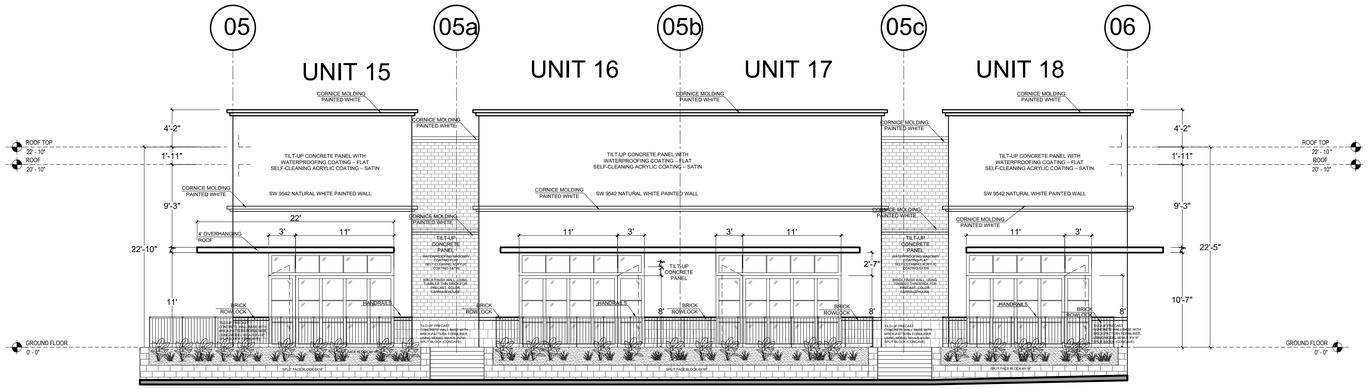
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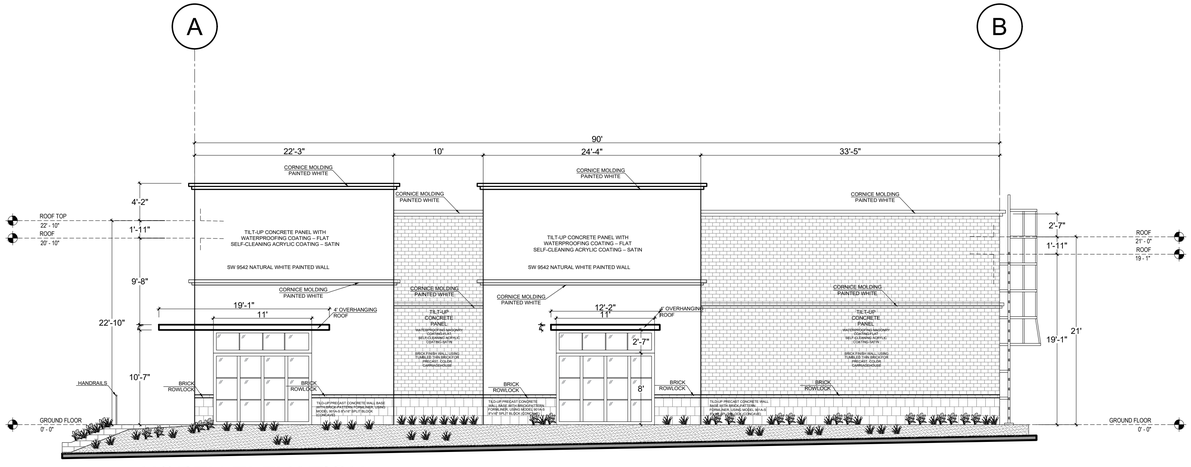
MALAK DESIGN CORP. SERVICES INC. ARCHITECTURE. 51 MAGUIRE RD OCOEE. FL luisortiz@malakcorp.com



EAST ELEVATION
BUILDING 3
SCALE: 1/8" =1'-0"



3D VIEW: EAST ELEVATION
BUILDING 3



NORTH ELEVATION
BUILDING 3
SCALE: 1/8" =1'-0"



3D VIEW: NORTH ELEVATION
BUILDING 3

NOTE:

CEILING HEIGHT = 19' 1" - 20' 10"

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BUILDING 3
ELEVATIONS

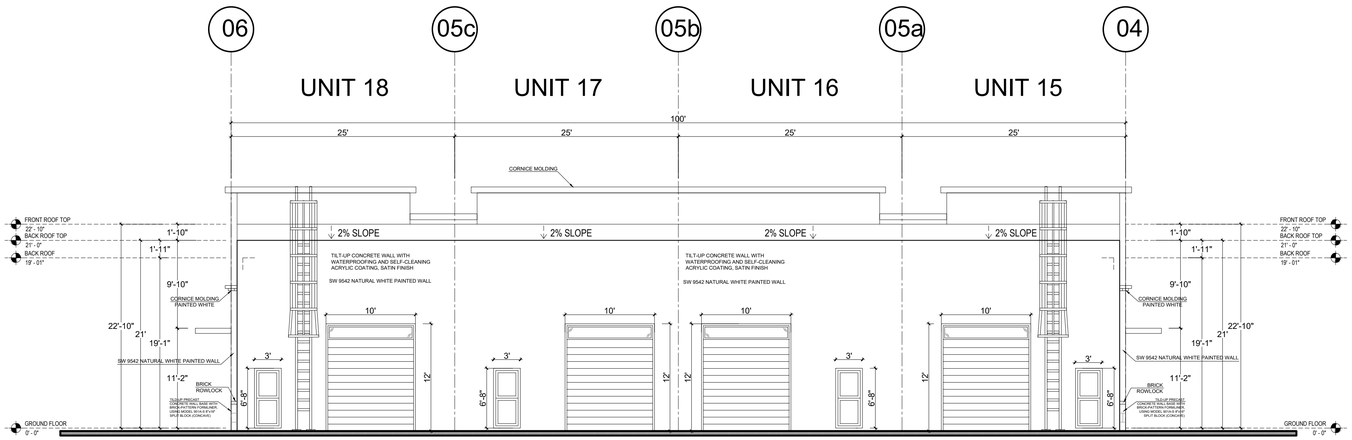
DATE:
07/09/2025

DRAW:
F.A.C. D.O.V.

REVISIONS:

No.	Date	Description
9.		
8.		
7.		
6.		
5.		
4.	07/10/2025	
3.	06/19/2025	
2.	03/03/2025	
1.	02/15/2025	

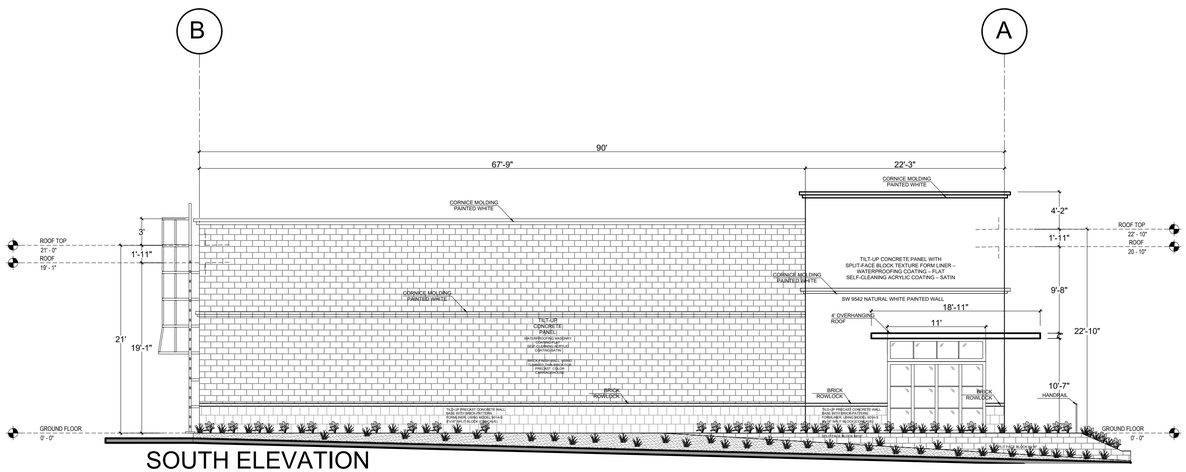
A2.05



WEST ELEVATION
BUILDING 3
SCALE: 1/8" =1'-0"



3D VIEW: WEST ELEVATION
BUILDING 3



SOUTH ELEVATION
BUILDING 3
SCALE: 1/8" =1'-0"



3D VIEW: SOUTH ELEVATION
BUILDING 3

NOTE:

CEILING HEIGHT = 19' 1" - 20' 10"

RAUL VARGAS
CIVIL ENGINEER, MS, PE, CGC
ravamir@hotmail.com
TEL (407) 722-0690

CLIENT

MALAK

PROJECT:
MAGUIRE PLAZA
PROJECT N°.
2024-0013

ADDRESS:
Maguire Rd
Ocoee, Fl 34761

BUILDING 3
ELEVATIONS

DATE:
07/09/2025

DRAW:
F.A.C. D.O.V.

REVISIONS:

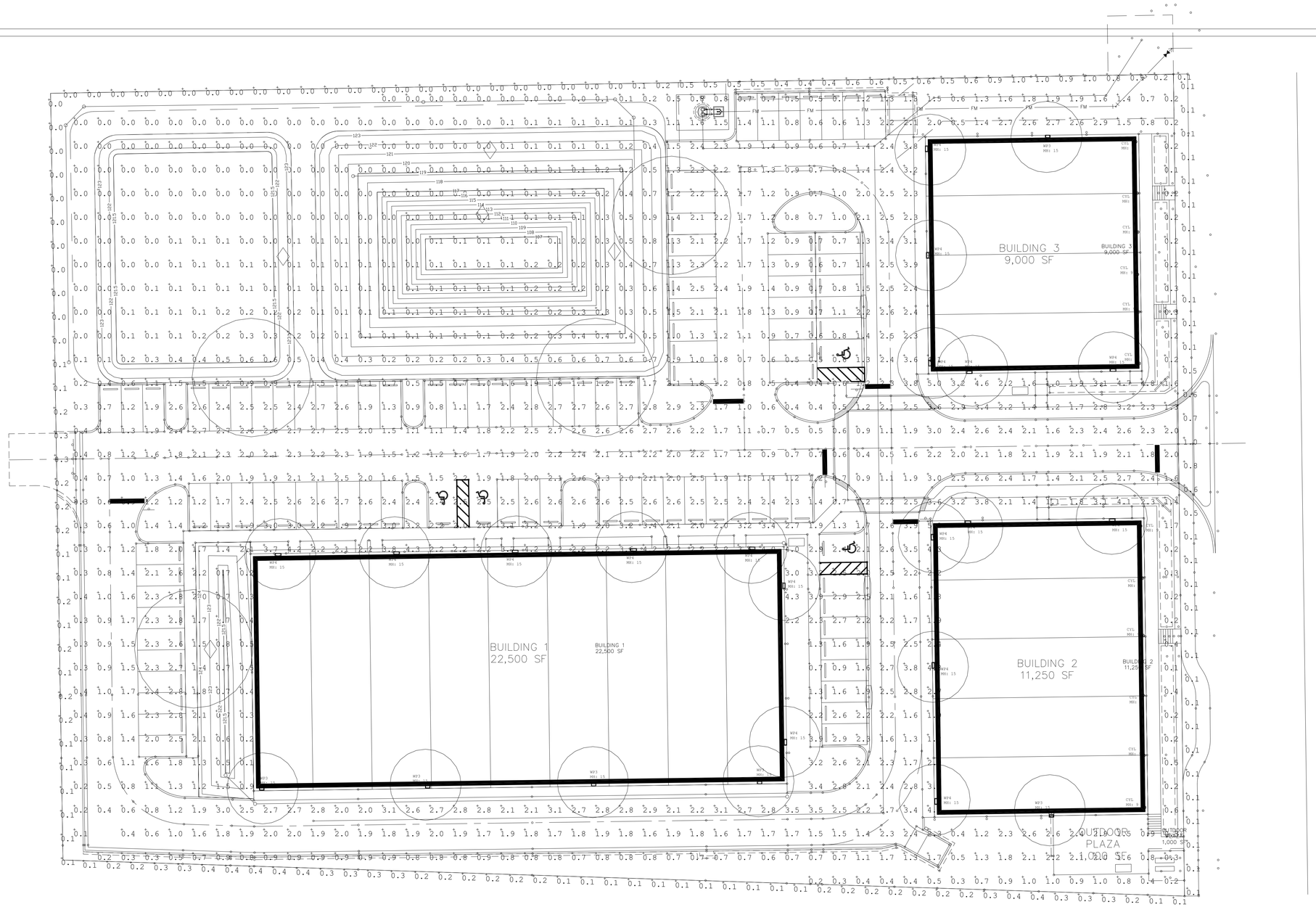
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4.	07/10/2025	
3.	06/19/2025	
2.	03/03/2025	
1.	02/15/2025	

A2.06

MALAK DESIGN CORP. SERVICES INC. ARCHITECTURE. 51 MAGUIRE RD OCOEE, FL luisortiz@malakcorp.com

Florida Lighting Associates Luminaire Schedule										
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	[MANUFAC]	Mounting Height
	12	CYL	Single	SCH4-WL-LED-WM-WH-1200L-DIM10-MVOLT-FL-40K-90-	0.950	1315	13.5163	162.196	ELITE	9
	3	SL3	Single	VP-1-160L-100-4K7-3-UNV-A3-BLT / VALMONT 240840605TE-D1-DBL-HH / WA18AC DBL 6 Direct Bury	0.950	14109	97.2	291.6	BEACON PRODUCTS	25
	1	SL4	Single	VP-1-160L-100-4K7-4W-UNV-A3-BLT / VALMONT 240840605TE-D1-DBL-HH / WA18AC DBL 6 Direct Bury	0.950	13847	97.2	97.2	BEACON PRODUCTS	25
	6	WP3	Single	VPW2-48L-45-4K7-3-UNV-BLT	0.950	5208	45.9	275.4	BEACON	15
	17	WP4	Single	VPW2-48L-45-4K7-4F-UNV-BLT	0.950	5474	46.2	785.4	BEACON	15

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	Fc	0.21	1.0	0.0	N.A.	N.A.
Site	Illuminance	Fc	1.32	5.2	0.0	N.A.	N.A.
Parking Lot	Illuminance	Fc	1.87	3.9	0.4	4.68	9.75



AMPHION ENGINEERING
P.O. BOX 996
TITUSVILLE, FL 32781
rjotadiaz@gmail.com

Maguire Rd Plaza
Address: 51 Maguire Rd, Ocoee, FL

RAFAEL JOSE DIAZ
LICENSE
NO. 68056
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
SEAL
RAFAEL J DIAZ PE 60056

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED&SEALED BY AMPHION ENG/ RAFAEL J DIAZ USING A DIGITAL SIGNATURE.PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 110.8.4.4 FBCAB AND CHAPTER 633, FLORIDA STATUES.

#	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # -
DATE: -
SCALE: -
DESIGNED BY: -
DRAWN BY: -
APPROVED BY: RDIAZ

SHEET
PH-1 OF 1

West Orange Times c/o Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER
THE MAGUIRE PLAZA
LARGE-SCALE PRELIMINARY FINAL SITE PLAN
CASE NUMBER: LS-2025-006

NOTICE IS HEREBY GIVEN, pursuant to Article IV, Section 4-3A.(3)(b) of the City of Ocoee Land Development Code that on **TUESDAY, MAY 5, 2026, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at, 1 North Bluford Avenue, Ocoee, Florida, to consider the Preliminary/Final Large-Scale Site Plan for Maguire Plaza. The property is identified as parcel number 18-22-28-0000-00-096. The subject property comprises approximately 3.64 acres and is situated on the west side of Maguire Road, approximately 249 feet south of the intersection of Franklin Street and Maguire Road. The proposed development consists of three (3) one-story flex-space commercial office buildings, totaling approximately 42,750 square feet.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file, including a complete legal description by metes and bounds, may be inspected at the Ocoee Planning 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. The Ocoee City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing, and no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation 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 23, 2026 26-01322W

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.